

A STUDY OF ISSUES IN THE COLLECTIVE BARGAINING  
PROCESS IN PUBLIC EDUCATION AND ALTERNATIVE  
STRATEGIES FOR DEALING WITH THOSE ISSUES

By

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TO MY WIFE JILL

AND MY CHILDREN

LISA, LAURIE, AND MATTHEW

FOR THEIR PATIENCE AND UNDERSTANDING

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- Abstract of Dissertation Presented to the Graduate Council  
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A STUDY OF ISSUES IN THE COLLECTIVE BARGAINING PROCESS  
IN PUBLIC SCHOOLS AND ALTERNATIVE MANAGEMENT  
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By

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The purposes of this study were to identify issues in the collective bargaining process in public elementary and secondary education, referred to in this study as public education, and alternative strategies for dealing with those issues from the school board's perspective. Collective bargaining literature written between 1965 and 1974 was reviewed. To validate the major issues and alternative strategies, an interview guide was developed from the literature.

Experienced administrative negotiators and experienced teacher negotiators from six Florida counties were interviewed. The six counties represented large, medium, and small pupil populations; urban and rural settings; and each had been involved in collective bargaining for five years or more. The substantive findings and conclusions were as follows:

1. The school board should approve its bargaining team, establish guidelines and limits, and give the team authority to act. Boards should remain away from the table during the bargaining process.

2. The superintendent should work as executive officer to the board and provide direction to the board's team. He should not represent both board and teacher teams, act as chief negotiator for the board, or assume a neutral posture in collective bargaining.
3. The principal should align himself with the board's team and sit with that team at the table as an advisor. He should not assume a neutral role, join the teachers' group, or organize his own unit.
4. The board's table team should include district personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the district. The team should not include board members, superintendents, or attorneys.
5. The board's team should consult with principals to determine what portions of the contract need modification. Proposals are prepared from the principals' recommendations and exchanged with teachers during the first bargaining session. The board team should not work exclusively from counter-proposals.
6. The best strategy for determining scope should be a broad interpretation of "conditions of employment" with discussions of concerns throughout the year. The scope should not be confined to salary and fringe benefits.
7. Curriculum and instruction should be dealt with by a committee of administrators and teachers away from the bargaining

table. However, procedures for establishing the joint committee are legitimate items for bargaining.

8. The best strategy for dealing with compulsory unionism is a "right to work" law. Keeping it out of the negotiations law is not adequate protection for boards.
9. Mediation and fact finding are the best strategies for boards. Boards should avoid arbitration whenever possible.
10. The board should keep schools open by calling upon qualified members of the community to take over classes until the dispute is resolved. Teachers should be informed of their legal obligations. Boards should not use the lockout against striking groups.

In addition, the following procedural conclusions appear to be justified by the study:

1. The body of literature on collective bargaining in education was sufficient to provide ample material for the identification of issues and alternative strategies for coping with each issue.
2. Issues have remained relatively constant over time, but the strategies for coping with the issues appear to be evolving.
3. When queried concerning the validity and relevance of the issues and strategies, negotiators for administrators and teachers had a high level of agreement except in certain isolated instances.

## CHAPTER I

### INTRODUCTION

According to Pierce, one-third of the general labor force of the nation has become unionized since the passage of the Wagner Act in 1935.<sup>1</sup> Between 1964 and 1974, thirty-one states passed public employee collective bargaining laws and large numbers of teachers became involved in collective bargaining.<sup>2</sup> Lieberman reported that 1.4 million teachers were involved in some form of collective bargaining in 1973 and the numbers were likely to continue to rise throughout the 1970s.<sup>3</sup>

By the mid-1970s, whether collective bargaining should or should not have been encouraged in public education was no longer an issue; public educators had to face realistically the problems and issues which emerged within the profession as a result of the rapid development of collective bargaining. Pierce said that education had a critical need for more information and more knowledgeable individuals in the collective bargaining area if the problems were to be understood and the needs of society met.<sup>4</sup>

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<sup>1</sup>Wendell H. Pierce, "Education and Unionism," Compact 6 (June 1972): 2.

<sup>2</sup>Negotiation Research Digest 8 (May 1974): 10.

<sup>3</sup>Myron Lieberman, "Negotiations: Past, Present, and Future," School Management 17 (May 1973): 14.

<sup>4</sup>Pierce, "Education and Unionism," p. 2.

A major problem in education in the 1970s was to determine the strategies to use in the collective bargaining process. Issues in the public education collective bargaining process have resulted in the development of various strategies. -

#### Statement of the Problem

The problem of this study was to identify issues in the collective bargaining process in public elementary and secondary education, referred to in this study as public education, and alternative strategies for dealing with those issues from the school board's perspective.

Answers were sought to the following questions:

1. What were the issues and alternative strategies most frequently cited in the literature and research relative to collective bargaining in public education from 1965 through 1974?
2. From among the alternatives identified, which strategies were most beneficial to the total educational program according to the experienced administrative negotiators and experienced teacher negotiators? Why were the selected strategies most beneficial to the total educational program?
3. From among the alternatives identified, which strategies were the least beneficial to the total educational program according to the experienced administrative negotiators and experienced teacher negotiators? Why were selected strategies least beneficial to the total educational program?
4. From among the alternatives identified, what differences and/or similarities were there among those which were

considered to be most beneficial and least beneficial to the educational program as selected by experienced administrative negotiators and experienced teacher negotiators in public education?

5. What were some of the most important observations which may be made as a result of the interviews?

#### Delimitations and Limitations

The study included a review of the related literature and research on collective bargaining from 1965 through 1974 to identify issues and alternative strategies. To determine the relative value of the various strategies, interviews were conducted among selected districts in Florida which have had five years or more of collective bargaining experience. Those districts were determined by a prior letter and brief survey to county superintendents.

The study was ex-post-facto and contained the weaknesses inherent in that design. Therefore, causal relationships were not determined and conclusions were not generalized beyond the time for which the data were appropriate.

#### Justification for the Study

This study added to the growing body of knowledge on the process of collective bargaining in public education and it may help solve some practical problems for practicing negotiators. The alternative strategies may be particularly useful to practitioners.

Collective bargaining became a major influence in education during the period studied. Growing acceptance of collective bargaining was



indicated by the number of states enacting such legislation. The first law was enacted by Wisconsin, in 1959, and by May 1974, thirty-one states had collective bargaining legislation for teachers.<sup>5</sup> The legislation varied in scope, but, in general, it was as broad as that granted the private sector.

On May 30, 1974, the Governor of Florida approved a comprehensive Public Employees Collective Bargaining Law. The law required each of the sixty-seven Florida counties to bargain with public employees who wished to bargain collectively. The Negotiation Research Digest of June 1973 reported that eighteen counties out of fifty responding Florida counties had written negotiation procedures.<sup>6</sup> Since there were sixty-seven counties in Florida, the possibility existed that forty-nine counties had little or no experience in collective bargaining in 1974. Even if those counties represented a small percentage of the total instructional positions in Florida, the potential for disharmony was evident. Therefore, there was a need for strategies which experienced administrative negotiators and experienced teacher negotiators found to be successful.

Another indication of the impact of collective bargaining in education, and a sign that more knowledge on the process was needed, was the growth of signed agreements between boards of education and teacher groups over the United States. A January 1974 National Education Association Research Report showed an increase in negotiated agreements

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<sup>5</sup>Negotiation Research Digest 8: 10.

<sup>6</sup>Negotiation Research Digest 7 (June 1973): 16.

from 389 in 1955-57 to 2,556 in 1972-73, for a 500 percent increase during that period.<sup>7</sup>

Pierce suggested that education not only needed more accurate information, but also needed to identify the issues at state and institutional levels and to become better informed on collective bargaining.<sup>8</sup>

### Definition of Terms

Alternative strategies. Alternative strategies were different actions which may be taken either prior to or during the collective bargaining process to deal with identified issues.

Bargaining unit. A bargaining unit is a group of employees recognized by the employer or designated by an agency as appropriate for representation by an employee organization for purposes of collective bargaining.<sup>9</sup>

Collective bargaining. Collective bargaining is the performance of the mutual obligations of the public employer and the bargaining agent of the employee organization to meet at reasonable times, to negotiate in good faith, and to execute a written contract with respect to agreements reached concerning the terms and conditions of employment, except that neither party shall be compelled to agree to a

19. <sup>7</sup>National Education Association Research Report (January 1974):

<sup>8</sup>Pierce, "Education and Unionism," p. 2.

<sup>9</sup>William C. Miller and David N. Newbury, Teacher Negotiations - A Guide For Bargaining Teams (West Nyack, New York: Parker Publishing Company, Inc., 1970), p. 234.

proposal or be required to make a concession unless otherwise provided in this part.<sup>10</sup>

Experienced administrative negotiators. Experienced administrative negotiators were individuals who were responsible for negotiating for school districts in the State of Florida during the 1973-74 school year.

Experienced teacher negotiators. Experienced teacher negotiators were individuals who were responsible for negotiating for a teacher unit in the State of Florida during the 1973-74 school year.

Grievance. A grievance is an employee problem whose solution is within the province of the employer or regulating agency.

Impasse. An impasse is a persistent disagreement between the employee organization and the employer, requiring the use of mediation or appeal procedures for resolution.<sup>11</sup>

Issues. Issues are basic features which have emerged in the public negotiations sector and are considered important to the process by either administrators or teachers or both.

Mediation. Mediation is action by a third party to help in the settlement of disputes between employers and employees through fact-finding, interpretation, suggestion, and advice. Recommendations of mediators are almost always advisory and not binding. In practice, mediation is synonymous with conciliation.<sup>12</sup>

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<sup>10</sup>Florida Statutes 447-100 Public Employees Relations Act, Section 447.002 (14).

<sup>11</sup>Miller and Newbury, Teacher Negotiations - A Guide for Bargaining Teams, p. 235.

<sup>12</sup>Ibid.

Recognition. Recognition is formal acknowledgement by the employer that a particular organization has the right to represent all of the employees or a portion of them in collective bargaining.

### Procedures

The problem of the study was to identify issues in the collective bargaining process in public education and alternative strategies for dealing with those issues from a review of the related literature and research from 1965 through 1974. Identified issues and alternative strategies were used as a basis for the development of an interview instrument. Experienced administrative and experienced teacher negotiators were selected from six school systems in Florida that were involved in collective bargaining for five years or more. Those individuals were interviewed to provide data for the study.

#### Development of Literature and Research to Determine Issues and Alternative Strategies in the Collective Bargaining Process in Public Education

A review was completed on the related literature and research on collective bargaining in public education from 1965 through 1974. The writer identified and listed issues from the related literature and research on collective bargaining during this period. Strategies from the related literature and research for dealing with each of the issues were also identified and listed.

#### Development of an Interview Guide for Use with Experienced Administrative Negotiators and Experienced Teacher Negotiators

An interview guide was developed which enumerated selected issues from the related literature and research in collective bargaining

in public education and alternative strategies for dealing with the issues. The alternative strategies were listed so that respondents were able to identify those they believed would be most beneficial and those they believed would be least beneficial to the educational program. The experienced administrative and teacher negotiators were also asked why they thought certain strategies were most beneficial and least beneficial.

#### Identification of Experienced Management and Experienced Teacher Negotiators

The writer surveyed Florida county school systems to identify school districts which had experience in collective bargaining. The brief survey also determined the names and business addresses of the individuals responsible for negotiating for Florida school boards and the names and addresses of individuals negotiating for Florida teacher organizations.

#### Collection of the Data

Using the interview guide developed from a review of the related literature and research for the study, data were obtained by interviewing selected, experienced, administrative negotiators and selected, experienced, teacher negotiators from among those named in the brief pre-survey. Appointments for the interviews were made with administrative and teacher negotiators. The interview guides were sent to the negotiators in advance to facilitate the process.

#### Treatment of the Data

To answer the questions posed in the statement of the problem, the data were treated in a descriptive manner. However, frequencies

and totals of both experienced administrative negotiators and experienced teacher negotiators were calculated for strategies that were most beneficial and for strategies that were least beneficial for each issue.

### Organization of the Research Report

The study was reported in five chapters. The first chapter detailed the problem and the procedures of the study and, additionally, offered an overview of related literature and research illustrative of collective bargaining in public education. Chapter II focused on issues and alternative strategies identified in the literature and research on collective bargaining in public education. Chapter III presented a discussion of findings from the literature on issues and strategies. Chapter IV presented a discussion of findings from administrative and teacher negotiators interviewed. The data from Chapter IV were reported individually and comparatively for administrative and teacher negotiators. Chapter V summarized, drew conclusions, and offered implications for further research.

### Review of Related Literature and Research

Although collective bargaining in private industry was widely accepted by the general public in the United States from 1935 through 1974, attempts to encourage its adoption in the public sector met resistance in the courts until 1951. In 1917, several teachers were dismissed from their positions by the Chicago Board of Education because they joined a union. The Board had adopted a policy, prior to their joining the union, prohibiting such action by teachers. The

Supreme Court of Illinois upheld the Board's resolution, declaring that union membership "is inimical to proper discipline, prejudicial to the efficiency of the teaching force, and detrimental to the welfare of the public school system."<sup>13</sup> In 1930, a similar case was ruled on in Seattle with the same result.<sup>14</sup>

The union membership issue was not settled until 1951 when several teachers in the Norwalk, Connecticut, schools were dismissed for striking. The state court upheld the dismissal, but ruled that, in the absence of enabling legislation, (1) public school teachers may organize; (2) a school board is permitted, but is not legally obligated, to negotiate with a teachers' organization; (3) a school board may agree to arbitrate with teachers, but only on those issues that do not erode the board's legal prerogative to have the last word; (4) a school board may not agree to a closed shop; and (5) public school teachers may not strike to enforce their demands.<sup>15</sup> Those five conclusions from the Norwalk Case set precedent in states without enabling legislation and were used between 1951 and 1974 as a basis for teacher collective actions.

For most practical purposes, 1960 marked the beginning of the collective negotiations movement in public education. The formal movement was preceded by a period of informal discussions where teachers and

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<sup>13</sup>(People ex rel. Fursman v. City of Chicago, 116 N.E. 158, 1917) as cited in M. Chester Nolte, Status and Scope of Collective Bargaining in Public Education (Eugene, Oregon: ERIC Clearinghouse on Educational Administration, University of Oregon, 1970), p. 4.

<sup>14</sup>(Seattle High School Chapter No. 200 of the AFT v. Sharples, 293, Pac. 994, 1930) as cited in Nolte, Status and Scope of Collective Bargaining in Public Education, p. 4.

<sup>15</sup>(Norwalk Teachers' Association v. Board of Education, 83A, 2d 482, 1951) as cited in Nolte, Status and Scope of Collective Bargaining in Public Education, pp. 4-5.

board members or administrators discussed salaries, fringe benefits, and other matters. Such discussions were pursued by teachers as an effort to convey their concerns to educational management.

Teacher leaders had been aware of the advances made in private industry through the collective bargaining process, and unions had recognized teachers as an excellent source of revenue. Dr. William G. Carr, Executive Secretary of the National Education Association, discussed what he identified as the threat of unionization at the 1962 National Education Association Convention in Denver, Colorado:

It now seems probable that a change may be taking place in the attitude of leaders in organized labor toward education. Some years ago, in 1957, after some internal controversy, the AFL-CIO condemned the NEA and your state and local associations as "company unions." Within the past year, the AFL-CIO has been spending heavily to unionize public school teachers. I believe the resources assigned this year by union labor to achieve its objectives among the teachers of New York City, alone, amounted to about a half-million dollars.

Why has the AFL-CIO, after decades of cooperation with the NEA, suddenly moved in on the teaching profession? Union membership has been declining since 1956; the average loss being about 140,000 members per year. Many union leaders believe that they must organize the white collar workers--office employees in the main--in order to serve the labor movement properly. Perhaps, they regard teaching as a relatively undefended gateway to this wider objective. I think it is not really the gateway, and I am sure it is not defenseless.<sup>16</sup>

Organizational patterns in many school systems over the nation have been modeled after industrial systems with typical line and staff organizations. Authority was placed largely in the hands of administrators and boards and no corresponding power was built into the

<sup>16</sup>William G. Carr, The Turning Point, Address and Proceedings, One-Hundredth Annual Meeting, Denver, July 1962 (Washington, D.C.: NEA, 1962), p. 22.



structure for teachers. Abbott and Lovell expressed the point as follows: "There is not a formal, legitimized structure through which teachers can make policy decisions and be held responsible for those decisions."<sup>17</sup>

The basic problem was that power and influence for teachers was not built into the structure of the school system or embedded in the legal structure until the recent state laws regarding teacher negotiations were passed. These followed the industrial model.

Saunders and Lovell expressed ideas for a different structure for education:

It is our contention that the education profession should initiate action immediately to change the legal structure within which schools now operate so as to permit the legitimized involvement of teachers. It is possible that objectives being sought through structured, industrial type negotiations may be achieved through a different model of educational administration which would generate efficiency in goal attainment, better policies, higher levels of teacher satisfaction, and less confrontation, unrest and militancy.<sup>18</sup>

Administrators and teachers generally agreed that employee involvement would lead to better education, but the methods and degree of involvement rarely gained bilateral acceptance. Prior to collective bargaining, the methods and degree of involvement were generally determined by administrators. However, major differences existed between the traditional approach to school personnel administration and collective bargaining and perhaps the differences will help define methods

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<sup>17</sup>Max G. Abbott and John T. Lovell, eds., Changing Perspectives in Educational Administration (Auburn, Alabama: Auburn University, 1965), p. 102.

<sup>18</sup>Robert H. Saunders and John T. Lovell, "Negotiations: Inevitable Consequences of Bureaucracy?" Educational Leadership 26 (October 1969): 353.

and degree for administrators and teachers. Holte reported the following differences:

Traditional Approach. The board could not act unilaterally without consultation with employees, allow only one way communication, always have the last word, lack good faith, ignore divergencies between policy and practice, and retain a power relationship that is unilateral, paternalistic, and authoritarian.

Collective Bargaining. The board is required to consult with employees, communication is two way, impasse procedures are provided, good faith bargaining is mandated, constant dialogue requires the board to discuss divergencies between policy and practice, and the power relationship is bilateral, cooperative and democratic.<sup>19</sup>

The industrial collective bargaining model was used widely in education, but many, realizing the wide differences between education and private industry, wondered if the model was appropriate. That question remained unanswered in 1974.

Several of the differences have been identified by Ashby, McGinnis, and Persing as follows:

1. Industry is profit motivated. School systems are not proprietary. Except as a long-range investment of a high order, public schools are not operated for profit.
2. Industry is a matter of private enterprise and initiative. Schools are mandated by law for the general welfare of all concerned - the individual and the corporate state.
3. Industry exists in a highly competitive milieu. School systems are not competitive, though certain critics are arguing that more competition in education would be desirable.
4. Industry is concerned with turning out tangible goods and services. Schools, on the other hand, are concerned with human growth and development, a process infinitely more complex and individualized.

<sup>19</sup>Holte, Status and Scope of Collective Bargaining in Public Education, pp. 13-14.

5. Industry, in a traditional sense, accounts only to the stockholders. Schools are accountable to the community through a board of education, and schools are being pressured into being more responsible, more responsive and more accountable for what they do and the methods used.

6. Bargaining in industry is concerned with a fair distribution of profits; bargaining here is mostly concerned with wages, salaries, fringe benefits, and working conditions. Industrial unions have seldom attempted to take over management responsibilities. In educational institutions there are, of course, concerns with salaries, fringe benefits, and working conditions. But, public employee bargaining in education tends to go further by asking that the employees be co-equals at the negotiating table. The range of considerations goes far beyond those normally bargained in industry.<sup>20</sup>

General opinions among teachers and administrators were that the industrial model of collective bargaining was here to stay. A number of factors led educators to accept the industrial model of collective bargaining.

#### Factors Contributing to the Collective Bargaining Movement in Education

Lieberman and Moskow suggested that there were six major factors which contributed to collective bargaining in education as follows.

(1) the need for effective teacher representation at the local level; (2) changes in teacher attitudes; (3) organizational rivalry; (4) larger school districts; (5) the "snowball" effect; and (6) developments outside of education.<sup>21</sup>

<sup>20</sup>Lloyd W. Ashby, James E. McGinnis, and Thomas E. Persing. Common Sense in Negotiating in Public Education (Danville, Illinois: Interstate Printers and Publishers, Inc., 1972), p. 9.

<sup>21</sup>Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally and Company, 1966), pp. 55-60.

Carlton and Goodwin also suggested six factors which contributed to teacher militancy. They were (1) the economic problem, (2) intense organizational power struggle, (3) newly developed political potency, (4) increased size and impersonality of the educational bureaucracy, (5) tendency of teachers no longer to be tied to the communities they serve, and (6) tendency of teachers to be brighter, younger, more self-assured, and less likely to accept non-professional duties and arbitrary decisions.<sup>22</sup>

Nolte, in 1970, suggested that there were nine important factors which contributed to collective bargaining in education. They were (1) teacher militancy, (2) lower compensation in public service, (3) increasing numbers of public employees, (4) size of the educational enterprise, (5) Presidential Order No. 10988, (6) statutory enactments, (7) labor management experience, (8) bargaining as a constitutional right, and (9) waning power of local boards.<sup>23</sup>

Myers condensed twenty-four studies on the factors that have affected collective bargaining and teacher militancy into six internal and four external factors.<sup>24</sup>

The six internal factors were:

1. Civil Disobedience. Successes gained by those using civil disobedience were not ignored by teachers. Carlton and

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<sup>22</sup>Patrick W. Carlton and Harold I. Goodwin, eds., The Collective Dilemma: Negotiations in Education (Worthington, Ohio: Charles A. Jones Publishing Company, 1969), pp. 24-28.

<sup>23</sup>Nolte, Status and Scope of Collective Bargaining in Public Education, pp. 5-9.

<sup>24</sup>Donald A. Myers, Teacher Power - Professionalization and Collective Bargaining (Lexington, Massachusetts: Lexington Books, D.C. Heath and Company, 1973), pp. 6-7.

Goodwin suggested that the change of teacher leader attitudes from conservatism and conformity to militant liberalism has been influenced by the "value orientations" of the social protest movement.<sup>25</sup> The non-violent civil rights activities of the early 1950s and the social protests of the 1960s reinforced the feeling that militant protest was acceptable for teachers.

2. The American Labor Movement. Teachers were aware of the labor movement's success in improving the wages and working conditions in the private sector. Lieberman and Moskow suggested that "blue collar workers have been decreasing as a percentage of the total labor force, and white collar and professional workers have been increasing."<sup>26</sup> With traditional sources of income declining, unions placed increasing emphasis on white collar and professional workers.
3. Dissatisfaction with Schools. The schools were going through a crisis as many educators and other citizens charged that the public schools were not making the proper contribution to society. This created a climate of dissatisfaction and tended to legitimize teacher militancy. Lutz and Azzarelli identified some of the dissatisfactions as follows:

There is a feeling that the schools are not reaching the lower class child in American cities. There is a sense of frustration that if such children are not reached early, they are condemned to a useless march through the years of the school system. There is fear that the body of knowledge

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<sup>25</sup>Carlton and Goodwin, The Collective Dilemma: Negotiations in Education, p. 27.

<sup>26</sup>Lieberman and Moskow, Collective Negotiations for Teachers, p. 87.

is growing so large that the school curriculum does not fully introduce the student to this world of knowledge. There is an uneasiness that science deserves a greater place in school than has ever been granted. There is an additional fear that schools are failing, dismally, to prepare students for the work world of tomorrow.<sup>27</sup>

4. Changing Character of the Teaching Profession. According to Myers, the decade of the sixties buried permanently the myth that teachers were self-sacrificing missionaries content to work for whatever wages and under whatever conditions the patrons in a local community thought appropriate for such "service-minded folk."<sup>28</sup> He pointed out that they were becoming outspoken and, at times, rude groups of self-centered professionals dedicated to improving their lot and, at the same time, improving the education of children.<sup>29</sup> Perry and Wildman said:

The percentages of males in the teaching force is increasing; teachers of both sexes are better trained and prepared than ever before; and, turnover among teachers is decreasing moderately. The great disparity in years of formal preparation which used to exist between rank-and-file teachers and administrators is no longer in evidence. Many teachers are becoming increasingly professionalized in terms of training and career commitment and want a larger voice in determining exactly how they will be allowed to go about the job of teaching.<sup>30</sup>

<sup>27</sup>Frank M. Lutz and Joseph J. Azzerelli, Struggle for Power in Education (New York: The Center for Applied Research in Education, Inc., 1966), p. 48.

<sup>28</sup>Myers, Teacher Power - Professionalization and Collective Bargaining, p. 1.

<sup>29</sup>*Ibid.*, p. 8.

<sup>30</sup>Charles E. Perry and Wesley A. Wildman, The Impact of Negotiations in Public Education: The Evidence from the Schools (Worthington, Ohio: Charles A. Jones Publishing Company, 1970), p. 16.

5. Inadequate Teacher Compensation. Salaries and benefits for workers in the public sector have, traditionally, been less attractive than those in the private sector. According to Nolte, because of pressures placed upon the spoils system in 1883, Congress enacted the Pendleton Act providing for competitive examinations under the newly established Civil Service Commission.<sup>31</sup> Security of employment became more important to workers than compensation. The tenure laws provided the same kind of security for teachers. Nolte pointed out that it was

Not until government workers realized that they were subsidizing the government through inadequate pay and that they lacked organization and bargaining power, did they begin to campaign for the same rights as workers in the private sector.<sup>32</sup>

The allocation of scarce resources in the form of tax dollars was a problem in public education for years and will probably remain a problem in the future.

6. Professionals in the Organization. As teachers gained in power and ability, they increasingly viewed themselves as professionals and put more pressure on administrators. That increased the tension between management and labor.

The four external factors which contributed to collective bargaining and teacher militancy reported by Myers were<sup>33</sup>

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<sup>31</sup>Nolte, Status and Scope of Collective Bargaining in Public Education, p. 5.

<sup>32</sup>Ibid., pp. 5-6.

<sup>33</sup>Myers, Teacher Power - Professionalization and Collective Bargaining, pp. 96-97.

1. Larger and More Bureaucratic Systems. The decrease in the number of school systems resulted in larger school districts. Teachers felt that they lost their identities in the large bureaucracies. Rising teacher militancy may have been associated with the increasing size of school districts over the nation.
2. Societal Demands Toward More Democratic Institutions. Myers reported that

The societal thrust toward more democratic institutions was evidenced by factors such as the reduced number of autocratic heads of nations, the lessening number of colonial possessions throughout the world, and the ecumenical movement.<sup>34</sup>

Teachers were aware of the movement in every aspect of society and became convinced that education would be better with more democracy in the public schools.

3. Struggle Between the AFT and the NEA. The beginning of this power struggle was 1965 when the AFT defeated the NEA for representation rights for New York City teachers. Since that time, the AFT has gained much support in the larger cities around the country and the NEA has taken a more militant approach in education. It became difficult to distinguish between the two organizations and suggestions of merger were commonplace.
4. Countervailing Power. Countervailing power occurred when one section of the economy gained a disproportionate amount of power over another section. According to Goodwin and

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<sup>34</sup>Myers, Teacher Power - Professionalization and Collective Bargaining, p. 96.



Thompson, teachers have gained a position of countervailing power in education as a response to the power held by boards of education.<sup>35</sup> Conflict will continue until a balance has been reached.

Several other factors contributing to the teacher movement toward collective bargaining were identified:

1. Increasing Numbers of Public Employees. Nolte reported that the number of public employees was approximately seven million in 1956, reached twelve million in 1969, and was projected to be fifteen million by 1975.<sup>36</sup>

Educators comprise a substantial proportion of all government workers. One of every 2 state or local employees in public service is engaged in education. The number of public school employees in the 1970s is expected to exceed 2.4 million. Should these workers unite and speak with one voice, the resulting organization would be larger than the Teamsters Union, the American Medical Association, or the United Automobile Workers. It could well be the most influential organization in the United States.<sup>37</sup>

2. Presidential Order 10988. In January 1952, President Kennedy formalized relationships between the federal government and its employees with Executive Order No. 10988. Even though they could negotiate, they had little power without some form of sanctions or the power to strike. Though they were illegal, strikes did occur. After several years of unsatisfactory

<sup>35</sup>Harold I. Goodwin and Gerald W. Thompson, "Teacher Militancy and Countervailing Power," The Collective Dilemma: Negotiations in Education, Patrick W. Carlton and Harold I. Goodwin, eds. (Worthington, Ohio: Charles A. Jones Publishing Company, 1969), pp. 272-80.

<sup>36</sup>Nolte, Status and Scope of Collective Bargaining in Public Education, p. 6.

<sup>37</sup>Ibid.

experience under Executive Order No. 10988, President Nixon invoked Executive Order No. 11941.<sup>38</sup> It became effective on January 1, 1970, and provided for binding arbitration in impasse situations for federal employees.

3. Legislative Acts. Increasing numbers of state legislatures have enacted laws granting collective bargaining rights to public employees. The first law was enacted by Wisconsin in 1959, and by May 1974, thirty-one states had collective bargaining legislation for teachers.<sup>39</sup> According to Nolte, the lack of enabling legislation has not prevented collective bargaining in education.

Arizona has no legislation concerning collective bargaining in education, but 68.9 percent of the instructional personnel were engaged in collective bargaining. Colorado had 82.4 percent; Illinois, 65.5 percent; Kansas, 62.5 percent; and Ohio, 69.1 percent of their instructional personnel engaged in bargaining. None of these states had collective bargaining rights for teachers.<sup>40</sup>

These factors suggest that collective bargaining in public education is part of a significant movement in labor relations in the public sector.

The second chapter will identify major issues in collective bargaining and the strategies used to deal with those issues from the related literature and research.

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<sup>38</sup>Ashby, McGinnis, and Persing, Common Sense in Negotiations in Public Education, p. 4.

<sup>39</sup>Negotiations Research Digest 8 (May 1974): 10.

<sup>40</sup>Nolte, Status and Scope of Collective Bargaining in Public Education, p. 8.

## CHAPTER II

### ISSUES AND ALTERNATIVE STRATEGIES IN COLLECTIVE BARGAINING IN PUBLIC EDUCATION

Collective bargaining in public education has generally followed the industrial model through 1974 and the trend appeared to be toward legislation and court decisions which sanctioned many of the procedures and practices found in the industrial model. As a result, many of the issues that have surfaced in public education have been faced in the private sector.

The key issues in private sector bargaining have traditionally been (1) the right to organize, (2) designation of a majority representative, (3) union-shop or "union security" provisions, (4) dues checkoff, (5) bargaining and accepting an enforceable agreement, (6) grievance processing, terminating in binding arbitration, and (7) the strike.<sup>1</sup> In 1966, public school teachers and boards of education were in a position analogous to that of employees and employers in private industry prior to and immediately following the enactment of the United States Labor Relations Law in 1935.<sup>2</sup> The essential difference was that no interstate commerce was involved in education; therefore,

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<sup>1</sup>Wesley A. Wildman, "Legal Aspects of Teacher Collective Action," Theory Into Practice 3 (February 1965): 56-57.

<sup>2</sup>Robert E. Doherty, "The Impact of Teacher Organization Upon Setting School Policies," Clearing House 40 (May 1966): 515.

school systems operated under fifty different sets of rules and regulations.

In 1974, after approximately ten years of public employee collective bargaining, the issues were being institutionalized through the establishment of more formal relationships. By June 1974, thirty-one states had passed public employee collective bargaining laws.<sup>3</sup> According to Hough, "it can be safely said that, with the enactment of state laws with respect to staff negotiations in schools, an adversary relationship has been created and does, in fact, exist."<sup>4</sup>

Carlton wrote of a three-stage evolution in attitudes toward negotiations within teacher organizations.<sup>5</sup> (See Table 1.) The first stage was identified by hesitancy and uncertainty on the part of teachers since the process was foreign to them. The second stage was hard-nosed militancy to overcome the board's initial reluctance to deal with teacher groups on a power equivalence basis. Demands were extreme during that period. Following the militant stage, where teachers gained major economic concessions, they moved into a steady state.

At the beginning of negotiations, the administrator-board group also went through identifiable stages which began with shock and

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<sup>3</sup>Negotiations Research Digest (May 1974): 7.

<sup>4</sup>Charles R. Hough, "Negotiations and Accountability," National Association of Secondary School Principals Bulletin 55 (December 1971): 1.

<sup>5</sup>Patrick W. Carlton, "Educator Attitudes and Value Differences in Collective Negotiations," The High School Journal 52 (October 1968): 16-17.

TABLE 1

## ATTITUDINAL EVOLUTION IN NEGOTIATIONS

	Teacher Attitudes	Negotiatory Descriptors	Board- Administration Attitudes
Stage 1 (Nativity)	guilt; hesitance	confusion; negotiatory ineptness	utter shock; temporary decisional paralysis
Stage 2 (Adolescence)	hard-nosed demands	hostility; frustration; "we-they" syndrome; distributive bargaining	intransigent refusal or grudging acquiescence
Stage 3 (Maturity)	spirit of accommodation; mutuality of educational interests emerging	homeostasis; balance of power; integrative bargaining	recognition of mutual educational interests; spirit of accommodation

Source: "Educator Attitudes and Value Differences in Collective Negotiations" by P. W. Carlton, The High School Journal 52 (October 1968): 18.

disway that teachers, who had been treated so well, would consider such tactics.<sup>6</sup> The shock changed to intransigence, indignation, and hostility. The we-they syndrome was evident at that point. The we-they syndrome never disappeared completely, but became less pronounced as the relationships matured.

During the first two stages, issues were bargained which provided maximum conflict of interest. Salary and fringe benefits were included in that group with other issues involving the allocation of scarce resources. In stage three, issues were bargained which had advantages to both teachers and boards. An example was the improvement of teaching facilities.

This study focuses on issues which have emerged over the years in collective bargaining. According to Carlton, administrators and board members have generally attempted to resolve educational issues through the application of rational analytic processes.<sup>7</sup> However, collective bargaining often has been an exercise in political power and the rational, analytic process may be inappropriate.<sup>8</sup>

Neiner pointed out that there were significant differences among teachers, administrators, and school board members in their perceptions of negotiations and negotiated items.<sup>9</sup> Some problems

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<sup>6</sup>Ibid., pp. 17-18.

<sup>7</sup>Ibid., p. 19.

<sup>8</sup>Ibid.

<sup>9</sup>Ray L. Neiner, A Study of the Scope of the Negotiable and Non-Negotiable Items in School Board and School Faculty Professional Negotiations (Ed.D. diss., Southern Illinois University, 1971). Dissertation Abstracts International 32 (February 1972): 4298A.

have appeared repeatedly as issues in educational collective bargaining in the past ten years. They were (1) the role of the school board in collective bargaining, (2) the role of the superintendent in collective bargaining, (3) the role of the principal in collective bargaining, (4) the composition of the board's bargaining team, (5) strategies to get proposals to the table, (6) the scope of collective bargaining, (7) curriculum and instruction and educational bargaining, (8) compulsory unionism in education, (9) impasse in strategies in educational bargaining, and (10) strikes in education and collective bargaining.

#### What Should Be the Role of the School Board in Collective Bargaining?

##### School Board Issues

The school board has been charged with certain legal responsibilities. The board is to provide education for the children within the school district's boundaries according to the legal limitations imposed by the community and state. It is to provide buildings, staff, supplies, and transportation. The board has a legal obligation to protect the public's interest. Hough has suggested that its primary obligations are twofold: (1) to provide the student with the best facilities, staff, and materials that available money will buy; and (2) to spend the taxpayers' money with the greatest possible efficiency and wisdom and thereby, ideally, to provide the kind of education that is for the best good of the individual student and the community.<sup>10</sup>

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<sup>10</sup>Hough, "Negotiations and Accountability," p. 2.

Traditionally, school boards have exercised sole authority in making decisions regarding education. However, teachers have had the professional privilege of giving recommendations about salaries and working conditions. Prior to collective bargaining, suggestions could be either accepted or rejected unilaterally by the board.

Through collective bargaining, boards have lost some of their flexibility. When they ceased to be audiences for teacher recommendations, requests, or concerns, and entered into collective bargaining for mutually acceptable employment rules and conditions, boards lost their rights to make unilateral decisions on personal matters. Doherty said, "That's what collective bargaining is all about. It is the intrusion by employees into the unilateral decision-making authority of the employer."<sup>11</sup>

The role of school board members in collective bargaining is of great importance. The philosophy of the board, its basic posture, and the nature and extent of its involvement in the bargaining process have spelled the difference between a successful bargaining experience and a disaster.<sup>12</sup>

Many boards have been reluctant to extend to teachers the privilege of negotiating with them on matters of mutual educational concern.<sup>13</sup> Weinstock and Van Horn suggested that the consensus among school board

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<sup>11</sup>Robert E. Doherty, "Letters to a School Board," Phi Delta Kappan 48 (February 1967): 272.

<sup>12</sup>Myron Lieberman, "Avoid These Costly Bargaining Mistakes," School Management 13 (February 1969): 36.

<sup>13</sup>Henry R. Weinstock and Paul L. Van Horn, "Impact of Negotiations Upon Public Education," The Clearing House 43 (January 1969): 353.



members was that collective bargaining was unnecessary in light of their own view of good traditional working relationships with teachers.<sup>14</sup> The high degree of teacher militancy caused most observers to doubt that outlook.

Since collective bargaining legislation was inevitable, according to Jamieson, boards should have attempted to influence legislators in developing laws and should have strongly opposed laws not in the boards' interests.<sup>15</sup> In 1965, he suggested fighting for legislation which was informal, which emphasized voluntary board action, and which avoided out-of-district intervention. Such legislation would have provided much flexibility among boards and little standardization of collective bargaining practices.

Many boards of education felt oppressed by increased militant demands from teacher groups. Jamieson, while Vice-President of the Illinois Association of School Boards, suggested that boards have been led to believe that contract negotiations were needed because of universal dissatisfaction with problems in education.<sup>16</sup> Education has become the arena for issues such as federal aid, civil rights, desegregation, separation of church and state, and the war on poverty. All of these issues, along with archaic systems of school financing, have brought increased pressures on school boards in terms of the allocation of scarce resources.

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<sup>14</sup>Ibid., p. 359.

<sup>15</sup>Robert A. Jamieson, "The Board's Positive Approach," The American School Board Journal 155 (November 1967): 14.

<sup>16</sup>Ibid.

Many school board members interpreted the negotiations process as illegal because it purportedly removed the public's delegation of authority from the board.<sup>17</sup> According to Peterson, this position was questioned by many authorities, for the courts had already denied that a party which must bargain collectively was forced to delegate away either its ultimate authority or its responsibility.<sup>18</sup> Nolte said, "Boards have de jure authority to implement policy; teachers are grabbing de facto power to influence and even veto district policy."<sup>19</sup>

The number of board members who negotiate directly with employee organizations has declined substantially since the middle 1960s. In 1966-67, 33 percent of board negotiating teams were made up exclusively of board members; by 1971-72, the number had dropped to 14.7 percent.<sup>20</sup> Boards realized that participation required excessive time, participation may result in the legal risk of losing the right to refuse to ratify, and inexperienced negotiators on the management side frequently were pitted against experienced full-time negotiators for teachers. Board members have been challenged to find a balance between the desires of teachers for more involvement in decision making and the demands of constituents to provide educational leadership.

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<sup>17</sup>Weinstock and Van Horn, "Impact of Negotiations Upon Public Education," p. 359.

<sup>18</sup>Leroy Peterson, "Legal Status of Teacher Personnel," Review of Educational Research 37 (June 1967): 296-299, as cited in Weinstock and Van Horn, "Impact of Negotiations Upon Public Education," p. 360.

<sup>19</sup>M. Chester Nolte, "School Board Power and Its Three Cynical Categories," The American School Board Journal 161 (October 1974): 24.

<sup>20</sup>Myron Lieberman, "Negotiations: Past, Present, and Future," School Management 17 (May 1973): 16.

Furr and Walsh conducted a study in 1968 to obtain information on school board members' reactions to collective negotiations. Respondents were divided into two groups of those who had opposed a collective bargaining law and those who had not opposed it. Several generalizations were made as follows:

1. As a group, school board members do not appear as anti-employee, pro-management as might be expected. In their stand for and against negotiations for teachers, they appeared about evenly divided.
2. About two-thirds of the school board members originally opposed to negotiations for teachers do not believe that negotiations have harmed their school program in the short-term and only a thin majority of those originally opposed to negotiations believe their school program has been harmed.
3. School board members seem to be more concerned and less optimistic about the effects of negotiations in the future than at the present.
4. School board members who participate directly in negotiations are less positive in assessing results than school board members who participate indirectly.
5. School board members from large and small districts tend to believe that negotiations have restricted school programs, whereas school board members from medium-sized districts tend to believe that negotiations have not restricted school programs.<sup>21</sup>

Proescholdt found that boards of education in the Twin Cities metropolitan area (1) had not prepared for negotiations in the manner suggested by the literature, (2) had generally not presented positive proposals to teachers at the outset of actual bargaining, and (3) wanted to retain the authority for decision making in the area of wage

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<sup>21</sup>Robert N. Furr and Hubert M. Walsh, "Board Members View PN," Michigan Education Journal 46 (February 1969): 18-19.

structure formulation, rather than to pass this authority on to the voting citizenry.<sup>22</sup>

A two-year study conducted by Rehms found that:

The majority of board members held a negative opinion about long-term benefits of negotiations and a high degree of anxiety for the future of education. Small district boards were more conservative and less hopeful for negotiations than urban districts. Ten percent of board members from larger school districts adopted a "wait and see" attitude relative to negotiations.<sup>23</sup>

### School Board Strategies

The strategies concerning the role of the school board from 1965 through 1974 remained fairly consistent. The theme running through that period was for boards to remain away from the collective bargaining table. Lieberman and Moskow held a somewhat different view in 1966, but had changed their thinking by 1969.<sup>24</sup> They suggested that practice might differ in relation to the size of the district. In large districts, personnel experienced in collective bargaining could feasibly negotiate for the board, while in small rural districts, due to the lack of experienced personnel, board members could reasonably be expected to negotiate.

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<sup>22</sup>Paul W. Proescholdt, The Preparation Process for Collective Negotiations by Boards of Education in the Twin Cities Metropolitan Area (Ed.D. diss., University of Minnesota, 1969). Dissertation Abstracts International 30 (April 1970): 4202A.

<sup>23</sup>Charles Rehms, "The Economic Results of Teacher Bargaining - Michigan's First Two Years," as cited in Kai Erickson, "Board Opinions Vital to Us," Michigan Education Journal 46 (February 1969): 19.

<sup>24</sup>Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers - An Approach to School Administration (Chicago: Rand McNally and Company, 1966), pp. 249-50.

The task of a board is not to negotiate, but to ensure that negotiations are conducted by competent personnel. Such personnel may or may not be employed by the school system. If they are competent, they will take steps to provide adequate communication between the board and its negotiating team. Such communication should preclude erosion of board authority, on the one hand, and insufficient delegation of authority to negotiate, on the other. Boards should respect expertise in this area, but such experience should not make basic policy decisions for the board. Rather, it should be used to clarify important alternatives from which the board must choose.<sup>25</sup>

Manning stated that board members should not be on the team since it would place the superintendent in an almost untenable role in terms of compromising his leadership role in matters of administrative authority and professional expertise.<sup>26</sup>

Gilroy et al. stated that:

Nevertheless, the board should not become involved in negotiations unless the board's confidence in its administrators is shaken. The board's chief role is to provide policy guidelines to the administrator prior to negotiations in order that the administrator has a reference point to guide him through the session.<sup>27</sup>

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<sup>25</sup>Lieberman, "Avoid These Costly Bargaining Mistakes," p. 44.

<sup>26</sup>William R. Manning, "Negotiations: The Process of Collective Bargaining," The American School Board Journal (August 1966), p. 15.

<sup>27</sup>Thomas P. Gilroy, Anthony V. Sinicropi, Frederick D. Stone, and Theodore R. Urich, Educators' Guide to Collective Negotiations (Columbus, Ohio: Charles E. Merrill Publishing Company, 1969), p. 34.

This statement clearly implies that the board negotiating team should be composed of members of the district's administrative staff.

The Illinois Association of School Boards stated that "boards of education should refrain from entering into direct negotiations."<sup>28</sup>

Lieberman suggested seven "golden rules" of collective bargaining for boards. They were:

1. If you don't know what you're doing, hire someone who does.
2. Board members should stay out of the actual negotiations.
3. Give your negotiating team authority.
4. Know how much money you're talking about.
5. Don't agree to too much too soon--or too late.
6. Don't require teacher concessions as a precondition to negotiations.
7. Don't get bogged down over procedures.<sup>29</sup>

#### What Should Be the Role of the Superintendent in Collective Bargaining?

##### Superintendent Issues

A number of articles and studies between 1965 and 1974 suggested that the superintendent was the man in the middle. At the beginning of that time period, the superintendent's role in collective bargaining was often that of a neutral advisor to both teachers and board.

<sup>28</sup>When Boards Negotiate or Bargain (Springfield, Illinois: Association of Illinois School Boards, 1967), p. 7.

<sup>29</sup>Lieberman, "Avoid These Costly Bargaining Mistakes," pp. 37-44.

Toward the end of the period, he had shifted toward a leadership role for boards in collective bargaining.

In about 75 percent of all districts where negotiations took place, the superintendent was either a member of the board negotiating team or served it exclusively as an advisor. In 1966-67, more than 40 percent of the superintendents served as advisors to both board and teacher negotiators; by 1971-72, only 14 percent served in this dual capacity. Somewhat surprisingly although the proportion who served as a "neutral resource person" dropped from 6.8 percent to 4.6 percent, the number who were nonparticipants increased from 1 percent to 5 percent.<sup>30</sup>

The role of the superintendent in teacher negotiations was a major issue in education in 1969.<sup>31</sup> Geisert, in 1966, stated that "There is a great need to clarify the function of the superintendent in collective bargaining."<sup>32</sup> The superintendent's role was complicated by the variety and confusing expectations and pressures of different educational groups.

The National Education Association, The American Federation of Teachers, The National School Boards Association, and the American Association of School Administrators were examples of groups that suggested their role definition.<sup>33</sup>

Conflicting definitions of the superintendent's role led to considerable confusion with respect to this important aspect of

<sup>30</sup>Lieberman, "Negotiations: Past, Present and Future," p. 16.

<sup>31</sup>Roy L. Swihart, "Teacher Negotiation and the Role of the Superintendent," The Clearing House 43 (May 1969): 534.

<sup>32</sup>Roald F. Campbell, "Is the School Superintendent Obsolete?" Phi Delta Kappan 48 (October 1966): 57.

<sup>33</sup>Swihart, "Teacher Negotiation and the Role of the Superintendent," p. 534.

professional negotiations.<sup>34</sup> Perhaps, the greatest problem that developed was the change in the professional status of the superintendent.<sup>35</sup> Clark saw the change coming in 1968 when he said: "Professional negotiations were straining the bond which binds teachers and administrators together."<sup>36</sup> At that time, many of the state organizations to which superintendents belonged and the American Association of School Administrators were under the umbrella of state teacher associations and the National Education Association. The Illinois Education Association, in 1967, stated:

The superintendent has a dual role to fulfill as educational leader of the staff and as chief administrative officer of the board of education. He shall possess an allegiance to the learner which supersedes either of these loyalties.<sup>37</sup>

Evans pointed out that many superintendents selected the role of either impartial advisor or nonparticipant.<sup>38</sup> In Connecticut, out of ninety-three cases in the 1965-66 school year, the superintendent served as the advisor to both parties in forty-five cases. In twenty-three cases, he served as neutral observer. In only four instances,

<sup>34</sup>T. H. Stinner, Jack H. Kleinmann, and Martha Ware, Professional Negotiation in Public Education (New York: The Macmillan Company, 1966), p. 155.

<sup>35</sup>Bernard E. Donovan, "Negotiations: Ten Years Later," National Association of Secondary School Principals Bulletin 55 (December 1971): 43.

<sup>36</sup>Maurice B. Clark, "The Superintendent's Role in Professional Negotiations," Illinois Education 57 (October 1968): 70.

<sup>37</sup>Professional Negotiations Guidelines (Illinois Education Association, 1967), as cited in Clark, "The Superintendent's Role in Professional Negotiations," p. 70.

<sup>38</sup>Seymour Evans, "The Superintendent's Dilemma," The American School Board Journal 155 (November 1967): 11.



did he act as the board's advisor and his role as negotiator for the board was limited to but two districts.<sup>39</sup>

Teachers made it clear that they did not view the superintendent as their leader in matters of staff personnel.<sup>40</sup> The middle man role served to reduce the effectiveness of the superintendent, for teachers who perceived the superintendent as a transmitter of requests found it more advantageous to bypass him completely and go directly to the board.

In a 1966-67 survey by the National Education Association, over 50 percent of the responding superintendents considered themselves advisors to the negotiators, 40.5 percent for both the school board and the teachers, and 13.3 percent for the school board only. Over 37 percent considered themselves chief negotiators, 21.4 percent with full authority, and 15.8 percent with limited authority.<sup>41</sup>

Many authorities said the superintendent should be at the negotiating table as advisor to the board or as advisor to the board and the teachers.<sup>42</sup> The Illinois Association of School Boards stated that "The superintendent shall be responsible for the collective bargaining procedure."<sup>43</sup>

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<sup>39</sup>Connecticut Education Association 1966, Progress Report of Contracts and Negotiations Under P.L. 298 (Hartford: Connecticut Education Association, November 2, 1966), as cited in Evans, "The Superintendent's Dilemma," p. 11.

<sup>40</sup>Evans, "The Superintendent's Dilemma," p. 12.

<sup>41</sup>"The Superintendent's Role in Negotiation," National Education Association Research Bulletin 45 (October 1967): 84.

<sup>42</sup>Robert Weber, "The Superintendent and Decision Making in Negotiations," Phi Delta Kappan 55 (December 1972): 281.

<sup>43</sup>When Boards Negotiate or Bargain, Association of Illinois School Boards, 1967), as cited in Clark, "The Superintendent's Role in Professional Negotiations," p. 70.

The American Association of School Administrators, in 1967, stated that the superintendent's role was shaped by a number of factors: (1) the superintendent's own philosophy and personal preference; (2) the feeling of the board of education in the matter; (3) the law in existence in the state; (4) the current climate of teacher-administrator relations; and (5) the degree to which influence from teacher organizations at the state and national levels is exerted upon local organizations for a certain pattern of negotiations procedure.<sup>44</sup>

Clark suggested that the superintendent should be in charge of the negotiating process for the board.<sup>45</sup> He did not suggest that the superintendent conduct collective bargaining. His suggestion was that the superintendent was in charge of instruction and the budget, but employed others to conduct those activities and should do the same for collective bargaining if he chose to do so.

According to Martin, geography made a difference as to how superintendents reacted to collective bargaining.

Most superintendents in California, Ohio, Michigan, Illinois, and Indiana function as chief negotiators for their boards. But, in Colorado, Connecticut, Massachusetts, Minnesota, New Jersey, New York, Washington, and Wisconsin, you'll find them just one of the troops rather than the official board spokesman. Meanwhile, in Kansas, Missouri, and Pennsylvania, most superintendents

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<sup>44</sup>School Administration and Negotiation, American Association of School Administrators (Washington, D.C.: American Association of School Administrators, 1967), p. 11, as cited in Clark, "The Superintendent's Role in Professional Negotiations," p. 71.

<sup>45</sup>Clark, "The Superintendent's Role in Professional Negotiations," p. 71.

fill the bill as fact finders or mediators.<sup>46</sup>

District size and length of service also made a difference in the superintendent's collective bargaining role. In districts under 10,000 pupils, superintendents often worked with teachers and boards prior to table negotiations. However, in large suburban and urban districts, superintendents aligned themselves with boards prior to and throughout negotiations.<sup>47</sup> Superintendents who worked with boards less than five years were firmly on the side of the board, while those with more than five years' experience with a single board exhibited greater empathy for the professional staff.<sup>48</sup>

The most influential factor in role choice in a collective bargaining situation was experience and the second most influential factor was a directive from the board.<sup>49</sup>

Evans suggested that the most appropriate role for the superintendent should be that of negotiator for the board.<sup>50</sup> A study conducted in 1972 at the University of Wisconsin examined the manner in which superintendents functioned in the collective bargaining process. Approximately 13 percent of the sample said they were negotiators for the board, 66 percent said they were at the negotiating table but not

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<sup>46</sup>James A. Martin, "Before You Bargain, Make Sure Your Superintendent Is On Your Side," The American School Board Journal 159 (July 1972): 31.

<sup>47</sup>Ibid.

<sup>48</sup>Ibid.

<sup>49</sup>Ibid.

<sup>50</sup>Evans, "The Superintendent's Dilemma," p. 12.

the negotiator, and 17 percent said they were not at the negotiating table in any capacity.<sup>51</sup>

Proescholdt found that (1) superintendents were being phased out as chief negotiators for boards in Minnesota, (2) superintendents were not making use of their principals in the formulation of counter proposals, and (3) superintendents viewed their role in collective bargaining as advisors to their boards of education.<sup>52</sup>

Eastman, in a study of eighteen urban school systems with full-time chief negotiators, found that (1) the superintendents had not been active participants in actual negotiating proceedings, (2) superintendents had not been bypassed in any way, but had been closely involved behind the scenes in collective bargaining.<sup>53</sup>

#### Superintendent Strategies

The trend appeared to be that the ambivalence of the superintendent's negotiation role would polarize in the direction of "agent for the board", not of "professional educator."<sup>54</sup> A national sample of 675 public school superintendents in forty states indicated that 51 percent of superintendents thought of themselves as direct agents of the board during the data gathering stage of collective bargaining;

<sup>51</sup>Weber, "Superintendent and Decision Making," p. 281.

<sup>52</sup>Paul Proescholdt, The Preparation Process for Collective Negotiations by Boards of Education in the Twin Cities Metropolitan Area, p. 4202A.

<sup>53</sup>Robert Eastman, The Emerging Position of Chief Negotiator in the Public School Superintendency (Ed.D. diss., Ball State University, 1971). Dissertation Abstracts International 32 (February 1972): 4275A.

<sup>54</sup>Lavera L. Cunningham, "Collective Negotiations and the Principals'hip," Theory into Practice 7 (April 1968): 573-95.

59.2 percent considered themselves aligned with the board; and 43.1 percent assumed the stance of an independent third party providing facts and figures to both sides and functioning as a neutral.<sup>55</sup> The superintendent was no longer the instructional leader in more than half of the sample districts. He had become an agent of the board, while organization leaders had become the teacher leaders.

Heirm,<sup>56</sup> Trenholm,<sup>57</sup> Fjeran,<sup>58</sup> Powell,<sup>59</sup> and Hartl<sup>60</sup> suggested a neutral dual role for the superintendent in which he acted as a resource person to both the board and teacher collective bargaining

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<sup>55</sup>Martin, "Before You Bargain Make Sure Your Superintendent Is on Your Side," p. 31.

<sup>56</sup>Max G. Heirm, A Study of what Selected Respondents Think the Role of the Superintendent Should be in the Negotiating Process (Ed.D. diss., University of Kansas, 1967). Dissertation Abstracts International 28 (May 1968): 4411A.

<sup>57</sup>Ronald B. Trenholm, The Superintendent's Role in Teacher Negotiations as Perceived by School Board Chairmen and Representatives of Teacher Groups (Ed.D. diss., Colorado State College, 1968). Dissertation Abstracts International 29 (October 1968): 1095A.

<sup>58</sup>Orin B. Fjeran, Role Expectations of the Superintendent in Teacher Negotiations (Ed.D. diss., University of Oregon, 1968). Dissertation Abstracts International 29 (January 1969): 2058A.

<sup>59</sup>James R. Powell, The Role of the Superintendent in Collective Negotiations Between Teachers and Boards of Education (Ed.D. diss., Temple University, 1968). Dissertation Abstracts International 30 (September 1969): 996A.

<sup>60</sup>David C. Hartl, An Analysis of the Opinions of Washington State School Board Chairmen and Superintendents Regarding Statutory Provisions for the Role of the Superintendent in States with Professional Negotiation Laws (Ed.D. diss., Washington State University, 1971). Dissertation Abstracts International 32 (November 1971): 2345A.

teams. Conine<sup>61</sup> and McDonald<sup>62</sup> viewed the superintendent as an agent of the board in collective bargaining.

What strategies are open to the superintendent? Logically, he has five from which to choose. They are (1) nonparticipant, in which he serves as a communication link for both the teachers and the board, but does not advise or negotiate for either party; (2) negotiator for the teachers; (3) advisor to the teachers; (4) advisor to the board; and (5) negotiator for the board.<sup>63</sup> The emerging strategy appeared to be the role in which the superintendent provided leadership for the board and the board's team, without sitting at the bargaining table.

### What Should Be the Role of the Principal in Collective Bargaining?

#### Principalship Issues

The status of middle management was one of the most controversial areas in public school collective bargaining. Its role was a major issue for a number of years.

State legislation either excluded middle management from negotiating rights, provided it with negotiating rights in separate negotiation units, or authorized negotiating units to include all professional staffs up to the level of the superintendent.<sup>64</sup>

<sup>61</sup>Dean E. Conine, The Effect of Collective Negotiations on the Role of the Superintendent of Schools of Six Selected Colorado School Districts (Ed.D. diss., Colorado State College, 1969). Dissertation Abstracts International 30 (April 1970): 4175A.

<sup>62</sup>Rady L. McDonald, An Analysis of the Role of the Superintendent of Schools in Professional Negotiations in Texas Schools (Ed.D. diss., University of Houston, 1970). Dissertation Abstracts International 31 (March 1971): 4474A.

<sup>63</sup>Evans, "The Superintendent's Dilemma," pp. 10-13.

<sup>64</sup>Lieberman, "Negotiations: Past, Present and Future," p. 16.

In a 1970 study conducted by Nunley, the majority of building principals had not had a personal experience with teacher negotiations and were uncertain regarding their role when negotiations became a reality in their districts.<sup>65</sup> They were poorly informed on what transpired during negotiations and had not made up their minds as to their proper roles in collective bargaining.

From the point of view of collective bargaining, the positions of boards and teachers have been relatively clear. Each was a representative body given the task of protecting interests which it represented. The positions of administrators in relation to collective bargaining were not clear and, as a result, a growing frustration was found among administrators who saw negotiations going on around them, but rarely with them.

When teachers decided to bargain directly with boards of education, the traditional role of school administrators being the official spokesmen for teacher interests was disrupted.<sup>66</sup> By their actions, teachers rejected administrators as their representatives to the board of education. At the same time, boards of education and superintendents were ignoring principals during bargaining sessions. As a result, concessions were made in bargaining which placed serious limitations on effective administration by the principal.<sup>67</sup>

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<sup>65</sup>Charles E. Nunley, The Role Perception of the Public School Building Principal in Teacher Negotiation in Ohio (Ed.D. diss., The University of Akron, 1970). Dissertation Abstracts International 31 (May 1971): 5722A-5723A.

<sup>66</sup>Lester W. Anderson, "The Management Team and Negotiations," National Association of Secondary School Principals Bulletin 53 (October 1969): 107.

<sup>67</sup>*Ibid.*, pp. 108-109.

Hatch,<sup>68</sup> Anderson,<sup>69</sup> Cunningham,<sup>70</sup> Keckern,<sup>71</sup> King,<sup>72</sup> Nunley,<sup>73</sup> Bell,<sup>74</sup> Murphy,<sup>75</sup> and Eiche<sup>76</sup> all pointed out that principals felt that they had been left out of negotiations and wanted more involvement in the total process.

Smith found that 49.3 percent of 231 principals surveyed had not been involved in the negotiation process, 27.7 percent of the respondents had served as consultants for the board, and two groups

<sup>68</sup>Ferrance F. Hatch, "The Principal's Role in Collective Negotiations," National Association of Secondary School Principals Bulletin 55 (December 1971): 28.

<sup>69</sup>Anderson, "Management Team Versus Collective Bargaining for Principals," p. 171.

<sup>70</sup>Lavern L. Cunningham, "Collective Negotiations and the Principalship," Theory Into Practice 7 (April 1968): 62.

<sup>71</sup>George B. Redfern, "Negotiation Changes Principal-Teacher Relationships," The National Elementary Principal 47 (April 1968): 22.

<sup>72</sup>James C. King, "New Directions for Collective Negotiation," The National Elementary Principal 47 (September 1967): 45.

<sup>73</sup>Nunley, The Role Perception of the Public School Building Principal in Teacher Negotiation in Ohio.

<sup>74</sup>Barry H. Bell, Jr., The Role of the High School Principal in Collective Negotiations as Perceived by Principals Whose School Systems Have Been Involved in the Process (Ed.D. diss., Indiana University, 1965). Dissertation Abstracts International 30 (May 1970): 4706A.

<sup>75</sup>Jack W. Murphy, A Survey to Identify the Present and Future Role of the Principal in Negotiations (Ph.D. diss., Southern Illinois University, 1971). Dissertation Abstracts International 32 (March 1972): 4894A.

<sup>76</sup>Milo L. Eiche, A Study of the Effects of Collective Negotiations Upon the Functional Role of Selected Secondary School Principals (Ed.D. diss., Indiana University, 1971). Dissertation Abstracts International 32 (February 1972): 4276A.



of 11.2 percent had served as active participants for boards and as consultants for both boards and teachers.<sup>77</sup> Of that group, 45.88 percent felt that they should have been involved in the negotiation process as consultants for the board and 32.03 percent felt that they should have been consultants in the negotiations process for both boards and teachers.<sup>78</sup>

The principal was unhappy because he had been largely ignored in the negotiation process. The general effect of collective bargaining was to bring about a principal-staff situation characterized by a strained, more formalized, and less open relationship.<sup>79</sup>

In a 1968 study conducted among school board members, superintendents, principals, and teachers concerning the probable effect on the role of the principal in teacher collective bargaining, Thompson found that 70 percent of the respondents reported that principals were not involved.<sup>80</sup> Principals felt they should be on the board's team, but board members and teachers were opposed to principal membership.

Many principals were concerned about how they were to be represented. Some were included in the teacher unit; others were excluded deliberately either by teachers, by the law, or by state regulating agencies.

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<sup>77</sup>Stanley S. Smith, Some Effects of Collective Negotiations on Principal-Staff Relationships as Perceived by the Secondary School Principals in Illinois (Ed.D. diss., University of Illinois at Urbana Champaign, 1970). Dissertation Abstracts International 31 (March 1971): 4434A-4435A.

<sup>78</sup>Ibid.

<sup>79</sup>Ibid.

<sup>80</sup>John A. Thompson, The Role of the Principal in Collective Negotiations (Ph.D. diss., The University of Wisconsin, 1968). Dissertation Abstracts International 29 (September 1968): 788A-789A.

Table 2 shows the results of the NEA Research Division study that asked a representative sample of the country's teachers, in the spring of 1968, and again in the spring of 1971, if teachers and administrators should be in the same unit.

In 1968, teachers were evenly divided between those who favored the same negotiating unit and those who favored separate units. Four teachers in 10 expressed their preference for each type of unit; one teacher in ten had no opinion, and less than one teacher in 20 did not believe in the negotiation process. However, in the three years from 1968 to 1971, opinion has occurred from the same negotiation unit for teachers and administrators, to separate units. There were no significant changes in percentages who held no opinion and the percentages not believing in the negotiation process.<sup>81</sup>

TABLE 2

TEACHER PREFERENCE FOR ADMINISTRATORS AND  
TEACHERS IN THE SAME BARGAINING UNIT

	1968	1969
Same Unit	42.6%	38.2%
Separate Units	41.4	45.8
No Opinion	12.2	11.6
Do Not Believe In Negotiation	3.8	4.4
	100.0%	100.0%

Source: "Teachers and Administrators: Same or Separate Negotiating Units," by NEA Research Division, NEA Research Bulletin 49 (October 1971): 77.

<sup>81</sup>"Teachers and Administrators: Same or Separate Negotiating Units," NEA Research Bulletin 49 (October 1971): 77.

How collective bargaining affected the principal hinged primarily on factors at the local level. Comments from principals who have worked in systems under contract, ranged from the Brooklyn principal, who was confined to a master contract about which he was not consulted and which gave him very little leeway to administer his school, to the Michigan principal who felt that collective bargaining had been a strengthening influence in his district.<sup>82</sup>

Traditionally, the principalship has been an extension of the administrative arm of the school system. In operational terms, the principal implemented administrative policies at the local school level; he interpreted the objectives and purposes of the school system; and he expedited and coordinated the ongoing program of the educational enterprise.<sup>83</sup>

Cunningham concluded that, while feelings about what was happening to the role of the principal were consistent, (among principals) the reactions--the ideas of what to do about it--were quite different.<sup>84</sup> Though principals expressed a variety of reactions to teacher militancy, they tended to reflect beliefs toward collective bargaining at the extremes of complete rejection or complete acceptance. Many who rejected collective bargaining felt threatened by it; the few who accepted it felt it would expand their roles and help routinize some tasks.

Reality dictates that principals and other administrators would be wise to accommodate themselves to changes in working relationships. The reallocation of power in educational decision making more properly means

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<sup>82</sup>King, "New Directions for Collective Negotiations," p. 45.

<sup>83</sup>Redfern, "Negotiation Changes Principal-Teacher Relationships," p. 20.

<sup>84</sup>Cunningham, "Collective Negotiations and the Principalship," p. 65.

a more effective division of responsibility and authority among teachers, principals, other administrators, and supervisors. It is the application of the best expertise available to a given problem. Sometimes teachers will be in the best position to supply that expert knowledge and skill. On other occasions, it may be the principal or the supervisor who can provide the most information and expertise in making the necessary determination. The allocation of more power to teachers does not necessarily mean a surrender of a like amount to the other components in the decision-making process.<sup>85</sup>

Many principals believed that their decision making roles were reduced by collective bargaining. However, collective bargaining brought complex problems which demanded greater talents among principals. The issue for the principalship was one of adjustment and reallocation of responsibilities, not a reduction of leadership importance.

Alignment choices for principals. There has been a struggle since collective bargaining began in education on the issue as to whether principals should remain in the same unit with teachers, or whether they should be in a separate unit, or whether they should bargain at all.

In 1967-68, the NEA Research Division conducted a nationwide survey and determined that

The bargaining units in school systems which recognize only one teacher organization represented the following categories of personnel. 62.1 percent represent classroom teachers only; 26.9 percent are all-inclusive units, 8.7 percent represent classroom teachers and building administrators; 0.3 percent represent classroom teachers and central office personnel.<sup>86</sup>

<sup>85</sup>Rodfern, "Negotiation Changes Principal-Teacher Relationships," p. 25.

<sup>86</sup>"Are Principals Represented in Bargaining Units?" NEA Research Bulletin 46 (October 1968): 85.

In 1972, principals had the right to bargain in Alaska, California, Connecticut, Hawaii, Idaho, Kansas, Maine, Maryland, Massachusetts, Michigan, Minnesota, Montana, Nevada, New Jersey, New York, North Dakota, Oklahoma, Oregon, South Dakota, Vermont, Washington, and Wisconsin.<sup>87</sup> While the negotiations statutes in Michigan and Wisconsin did not exclude supervisory personnel, the labor boards in those states determined that supervisors were agents of the employer and, therefore, could not be included in the same bargaining units with other employees.<sup>88</sup>

Principals' agreements were in effect in New York, Washington, D.C., Cleveland, Baltimore, Newark, Boston, Milwaukee, Detroit, and Portland.<sup>89</sup> Most were umbrella documents that combined administrative-supervisory staff rather than principals exclusively.

The Massachusetts labor board took a different approach to the bargaining unit issue. That board determined that supervisors had the same representation and negotiation rights under the law as other employees. While supervisory personnel constituted a unit separate from other personnel, the majority in each unit determined their representative organizations by secret ballot.<sup>90</sup>

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<sup>87</sup>"Survey of Teacher/School Board Collective Negotiations Legislation," Compact (June 1972): 25-33.

<sup>88</sup>"Are Principals Represented in Bargaining Units?" p. 86.

<sup>89</sup>Benjamin Epstein, "Principals: An Organized Force for Leadership," ERIC (Washington, D.C., Vol. 9, September 1974), p. 49.

<sup>90</sup>City of Pittsfield, Pittsfield School Department and Pittsfield Teachers Association and Pittsfield Federation of Teachers, Local 1315; Case No. MCR-18, May 17, 1966, as cited in "Are Principals Represented in Bargaining Units?" p. 86.

The Minnesota secondary principals considered their negotiation rights to be submerged in the teachers' association under the bargaining statute enacted by the Minnesota Legislature; they found their position untenable and have tried during each legislative session since 1969 to amend the law.<sup>91</sup> As a result, they have hired an executive secretary, increased dues, and become a political force in the Minnesota legislature.

Principals who bargained for a school district in negotiations were classified as managerial under the 1971 amendments to the Taylor Law in New York State if they belonged to no bargaining unit and served on the board's negotiating committee.<sup>92</sup> On the other hand, principals who belonged to recognized teacher bargaining units were not managerial.

Because Massachusetts state collective bargaining statutes did not exclude supervisors, the Massachusetts Labor Relations Commission determined that it had the authority to decide whether persons were supervisors and whether they should be included in a unit with non-supervisory employees. Supervisory employees were included in the nonmanagement bargaining units with which they had a community of interest.<sup>93</sup>

The New Jersey Public Employees Relations Commission dismissed a petition from the West Patterson Board of Education seeking to exclude principals from the West Patterson Education Association

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<sup>91</sup>Terrance E. Hatch, "The Principal's Role in Collective Negotiations," National Association of Secondary School Principals Bulletin 55 (December 1971): 29.

<sup>92</sup>Negotiations Research Digest 7 (September 1973): 8.

<sup>93</sup>Negotiations Research Digest 7 (December 1973): 8.

bargaining unit and the New York Public Employees Relations Board dismissed a petition of the New York City Board of Education for designation of 1,200 principals as managerial employees.<sup>94</sup>

Anderson identified weaknesses in the collective bargaining approach for principals:

Better salaries, improved welfare provisions, and resolutions of short-term grievances can be achieved, but a high level of satisfaction with one's job performance is unlikely to be accomplished. Cooperative working relationships can become so disrupted that the morale of the entire organization may deteriorate substantially.<sup>95</sup>

Although some agreements permitted a merging of administrative and teaching personnel into a single unit with the board of education, a more radical cleavage between "labor" (teachers) and "management" (administrators) seemed to be emerging. The precedents in big city AFT contracts, along with the growing sensitivity of the NEA to charges of being a "company union", made the principal's position within the local teachers organization tenuous at best.<sup>96</sup> Thus, in many bargaining agreements, principals, department chairmen, and guidance counselors were excluded from the employees' bargaining team.<sup>97</sup>

When Carr was Executive Secretary of the NEA, his views probably reflected the views of the National Education Association at that time. He suggested that:

<sup>94</sup>Negotiations Research Digest 7 (January 1974): 9.

<sup>95</sup>Anderson, "Management Team Versus Collective Bargaining for Principals," p. 172.

<sup>96</sup>Cunningham, "Collective Negotiations and the Principalship," p. 63.

<sup>97</sup>Robert E. Doherty, "Documents," Industrial and Labor Relations Review (July 1966) as cited in Cunningham, "Collective Negotiations and the Principalship," p. 63.

Principals could not be spectators when decisions were made about the course of education in their communities. They belonged with their colleagues, in their professional associations. Inaction and disinterest separated and alienated teachers and principals as surely as open hostility.<sup>98</sup>

Carr disagreed with the contention that principals could not belong to local education associations and could not participate in negotiations as part of a united team. He said it could be done, it had been done, and it was being done in hundreds of school systems throughout the nation.<sup>99</sup>

The National Education Association suggested that principals functioned with the local, state, and national association without conflict. However, the matter of including or excluding principals from membership in local associations was considered to be a matter of local option.<sup>100</sup>

Arguments for inclusion were:

(1) administrative and faculty concerns cannot rationally be separated; (2) a common sense approach to problems avoids coercion; (3) the process democratizes and actually strengthens administrative authority; (4) both principals and teachers are agents of the board of education; and, (5) involving principals assures that their major needs will be considered.<sup>101</sup>

Several points of view were expressed about the role of the principal in collective bargaining during 1965-66. The views extended

<sup>98</sup>William G. Carr, "The Principal's Role in Professional Negotiation," New York State Education 53 (April 1966): 25.

<sup>99</sup>*Ibid.*, p. 24.

<sup>100</sup>King, "New Directions for Collective Negotiations," p. 45.

<sup>101</sup>*Ibid.*, p. 46.



from opposite points to variations between. Combe suggested that principals withdraw from a local teachers organization and avoid all relations with the recognized teacher collective bargaining unit.<sup>102</sup>

However, Anderson contended that there was a conflict of interest between the administrator's responsibility to direct his staff and his active membership in the organization.<sup>103</sup> Districts which had American Federation of Teachers' groups as bargaining agents left no room for speculation; the teacher organization denied the principal any role on the teacher's side. Approximately 50 percent of the local professional associations did likewise and the percentage was rapidly growing.<sup>104</sup> Arguments against including the principal on the teachers' team included:

- (1) a fear of administrative coercion; (2) an apparent or assumed conflict of interests; (3) a weakening of the teacher position if the interests of the principal are considered; (4) "suspect" attitude toward the principal as the superintendent's agent; and (5) a feeling that the principal's role as a member of the teachers' group is incompatible with his role as the first rung of the administrative ladder in all grievance procedures.<sup>105</sup>

If principals were to project their expertise into the negotiatory process in the most effective manner, they should not hold

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<sup>102</sup>George W. Combe, Jr., "How to Minimize Teacher vs. Boards Conflicts Over Collective Bargaining," American School Board Journal 153 (August 1966): 54.

<sup>103</sup>Bernard O. Donovan and Arvid Anderson, "Collective Bargaining vs. Professional Negotiations," School Management 9 (November 1965): 72.

<sup>104</sup>King, "New Directions for Collective Negotiations," p. 45.

<sup>105</sup>*Ibid.*

membership in the same negotiating unit as teachers.<sup>105</sup> They should identify with the board of education's administrative team due to the frequency of their being cast in the role of management. Principals perceived of themselves as management in the structure of the school system.<sup>107</sup> Elementary principals were most satisfied with negotiations when they were involved in the negotiation process. The elementary principal preferred serving as a consultant to the board of education when the board negotiated with teachers.<sup>103</sup>

Jamieson took a strong stand and stated that school boards must make quite clear that school administrators can no longer equivocate as to where they stand in relationship to their role as agents to the board and that failure to perform in this manner or to accept this responsibility should result in the early termination of their services.<sup>109</sup>

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<sup>106</sup>Ronzel D. Minney, An Analysis of the Functions of the Public School Principals in Collective Negotiations Procedures (Ph.D. diss., Ohio University, 1970). Dissertation Abstracts International 31 (February 1971): 3830A.

<sup>107</sup>Francis D. King, Study and Analysis of the Elementary School Principal's Perception of His Role in Professional Negotiations (Ed.D. diss., West Virginia University, 1972). Dissertation Abstracts International 33 (October 1972): 1365A.

<sup>108</sup>*Ibid.*

<sup>109</sup>Jamieson, "The Board's Positive Approach," p. 16.

### Principalship Strategies

Hatch,<sup>110</sup> Redfern,<sup>111</sup> King,<sup>112</sup> and Smith<sup>113</sup> indicated that the profession was unable to reach complete agreement on strategies that were available for use with principals in collective bargaining.

Redfern recommended direct participation by principals in negotiations as follows:

(A) review teacher demands carefully, advise the superintendent on the implications of each item as it may affect the operation of his school, and point out the pros and cons of agreeing to the demand; (B) the principal should serve on the administrative team as an active member or as a consultant; (C) he must be a direct participator in the implementation of the agreement that is developed.<sup>114</sup>

King suggested four strategies which were available for use with principals in collective bargaining:

(1) A joint review with principals (or principals' representatives in large cities) sitting with the superintendent and/or the board to cooperatively review, analyze, and evaluate the demands of teacher negotiators in terms of the positive or negative effects on school management and quality of education. This joint review becomes the basis for the board-superintendent response in negotiations. (2) Representatives of a principal-supervisor team may be permitted full-fledged membership on the board's negotiating team. (3) Representatives of a principal-supervisor team may

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<sup>110</sup>Hatch, "The Principal's Role in Collective Negotiations," p. 31.

<sup>111</sup>Redfern, "Negotiation Changes Principal-Teacher Relationships," p. 22.

<sup>112</sup>King, "New Directions for Collective Negotiations," p. 45.

<sup>113</sup>David C. Smith, "Professional Negotiations and the Principal," National Elementary Principal 52 (January 1973): 84.

<sup>114</sup>Redfern, "Negotiation Changes Principal-Teacher Relationships," p. 23.

sit in on three-party conferences with board and teachers. (4) A series of teacher-administrator negotiating units may work on various areas and transmit conclusions to superintendent or board to be worked out with the teacher negotiators.<sup>115</sup>

Hatch identified three strategies for principal representation.

They were (1) In many systems, principals were still represented by the teachers' bargaining team which negotiated with the board of education; (2) The second way that principals could be represented in negotiations was by being members of the negotiations team which represented the board of education; (3) A third way that principals could be presented in negotiations was by being consultants to the board.<sup>116</sup>

Anderson suggested three alternatives for principals to gain involvement in policy formulation. They were (1) Organize a separate bargaining unit for principals and demand a voice through collective bargaining; (2) Organize an internal structure within the school system which will provide representation of all administrators within the system; (3) Organize both a formal collective bargaining unit for principals and an internal representative structure.<sup>117</sup>

Several approaches have been presented to insure principals representation in a school system. Keller identified three as follows:

(1) The management team with the principals reviewing teacher proposals and making recommendations to the board's negotiating team regarding them; (2) The informal negotiations approach with a fully organized administrative group negotiating with the superintendent

<sup>115</sup>King, "New Directions for Collective Negotiations," p. 45.

<sup>116</sup>Hatch, "The Principal's Role in Collective Negotiations," p. 32.

<sup>117</sup>Anderson, "The Management Team and Negotiations," pp. 110-11.

and/or board; (3) Formal negotiations with representation elections and formal recognition procedures.<sup>118</sup>

For the purposes of collective negotiation, principals may be represented by an all-inclusive unit, or by a separate administrators' unit, or they may not be represented at all--it depends on state negotiations statutes, labor and other public board rulings, or local determinations by the administrators' or teachers' groups. Nielson suggested that principals should resist measures which would reduce their authority and should not be members of the teacher's negotiating team.<sup>119</sup>

In cases where the superintendent was committed to a philosophy of participatory management, an internal structure was generally adopted that was characterized by open communication in preparing policy recommendations and in planning procedures for the system as a whole. The crucial factors in implementing a strategy of a management team concept were (1) the acceptance by the superintendent of the desirability of involving all sub-administrators in administrative planning and in policy formulation and, (2) the adoption of a formal structure which assured a system of open communication with all administrators.<sup>120</sup>

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<sup>118</sup>Edward Keller, "Principals Wonder: What is Our Role?" Michigan Education Journal 45 (October 1968): 19.

<sup>119</sup>Roy L. Nielson, Role Expectations for Principals in Administration and in Collective Negotiations as Perceived by Representatives of Selected Urban School Areas (Ed.D. diss., Utah State University, January 1972). Dissertation Abstracts International 32 (January 1972): 3627A.

<sup>120</sup>Anderson, "Management Team Versus Collective Bargaining for Principals," p. 175.

Anderson pointed out that an essential ingredient in the management team concept was a commitment to involving people in the process of policy formulation.<sup>121</sup> However, if the management team concept was viewed as only informal communication, Anderson thought it was inadequate in fulfilling the expectations of principals. Determination of policy must remain as the exclusive prerogative of the board of education, but all administrators should have the opportunity to influence policy development.

Redfern suggested that the principalship, as customarily conceived, will be markedly altered and eventually supplanted by some other form of administrative control. Strong control from a central office, transmitted through an administrative chain of command, was waning. Greater autonomy was found in local school committees dominated by teachers.<sup>122</sup>

#### Who Should Be Included on the Board's Bargaining Team?

#### Bargaining Team Issues

Mitchell stated that "the primary object of selecting the board's bargaining team is to bring administrative knowledge and experience to the bargaining table."<sup>123</sup> The team should be able to discuss accurately and intelligently all relevant problems which may arise in the meeting.

<sup>121</sup>Anderson, "The Management Team and Negotiations," p. 109.

<sup>122</sup>Redfern, "Negotiation Changes Principal-Teacher Relationships," p. 22.

<sup>123</sup>"Labor Relations Handbook for School Boards and Superintendents" (NEA, 1966) as cited in Donald P. Mitchell, "Negotiations: Improve the Process," Educational Leadership 30 (February 1973): 475.

The selection of a negotiations team was considered to be one of the most important decisions that either of the parties had to make.<sup>124</sup> The approach adopted by the team often established the operational tone for the district. The agreement reached by the teams often determined the quality of the educational program for the time span of the agreement. Either side was in a position to "win the battle and lose the war," thereby severely hampering the educational program of the district.

Sarthory, in a study on the effect of the makeup of negotiating teams on the outcome of the negotiations, found the following: (1) teacher teams composed of a majority of secondary teachers were more likely to reach agreement with the board team; (2) reaching agreement was more difficult when members of teacher teams had over ten years' experience; (3) the composition of the board team was not significantly related to the outcome of negotiations; (4) the involvement of lawyers in negotiations was more likely to lead to impasse; and (5) the role of the superintendent and the status of the building principal in negotiations was not significantly related to the outcome of negotiations.<sup>125</sup>

Board members on the bargaining team. Attitudes and practices relating to board representation have changed since the early stages of collective bargaining. At first, whole boards or individual members

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<sup>124</sup>Donald C. Kilgras, Administration as an Adversary Role: Bargaining - Collective Negotiations (Eugene, Oregon: College of Education, University of Oregon, 1973), p. 19.

<sup>125</sup>Joseph A. Sarthory, "Structural Characteristics and the Outcome of Collective Negotiations," Educational Administrators Quarterly 7 (Autumn 1971): 78-89.

were involved in bargaining. As boards became more aware of the complexities of the process, they tended to have bargaining carried out by the superintendent or a staff specialist. Most parties changed from large negotiating teams to either small groups or a single spokesman. In many districts, professional negotiators or lawyers served both groups.<sup>126</sup>

Koerner and Parker warned against having school board members on the team.<sup>127</sup> The board was the highest authority on school matters in the community. When it did its own bargaining, nothing remained in reserve for settling disputes. Teachers bargaining with board members assumed that statements made by board members were official and binding on the board and, since that was not the case, friction was likely to develop. Lieberman also suggested strongly that board members not be on the bargaining team because they could not refuse to ratify an agreement they had approved at the table.<sup>128</sup>

Lieberman and Moskow suggested that practice might differ in relation to the size of the district.<sup>129</sup> In large districts, it was perhaps feasible to have personnel experienced in collective bargaining negotiate for the board, while in small districts, due to the lack of experienced personnel, it was more reasonable to expect board members to negotiate.

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<sup>126</sup>Kilgras, Administration as an Adversary Role: Bargaining - Collective Negotiations, p. 20.

<sup>127</sup>Thomas F. Koerner and Clyde Parker, "How to Pick a Bargaining Team and What to Teach It," American School Board Journal 156 (May 1969): 20.

<sup>128</sup>Lieberman, "Forming Your Negotiations Team," p. 31.

<sup>129</sup>Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers: An Approach to School Administration (Chicago: Rand McNally and Company, 1966), pp. 249-50.



Gilroy et al. were more specific and stated that:

Nevertheless, the board should not become involved in negotiations unless the board's confidence in its administrators is shaken. The board's chief role is to provide policy guidelines to the administrators prior to negotiations in order that the administrator has a reference point to guide him through the sessions.<sup>130</sup>

This statement clearly implied that the board negotiating team should have been composed of members of the district's administrative staff. Manning contended that because much time will be required in negotiations, corporation boards of directors do not send their boards to the negotiating table, and the superintendent would be placed in an almost untenable role in terms of compromising his leadership in matters of administrative authority and professional expertise, boards should not go to the table.<sup>131</sup>

The number of boards and board members who negotiate directly with employee organizations has declined substantially since the middle sixties. In 1966-67, 33 percent of board negotiating teams were made up, exclusively, of board members; by 1971-72, the number had dropped to 14.7 percent.<sup>132</sup> More and more board members recognized that their personal participation at the negotiating table required an excessive amount of time, involved the legal risks of losing the right to refuse to ratify, and frequently pitted inexperienced personnel

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<sup>130</sup>Thomas P. Gilroy, Anthony V. Sinicropi, Frederick D. Stone, and Ted R. Urich, Educator's Guide to Collective Negotiations (Columbus, Ohio: Charles E. Merrell Publishing Company, 1969), p. 34.

<sup>131</sup>Manning, "Negotiations: The Process in Collective Bargaining," p. 15.

<sup>132</sup>Lieberman, "Negotiations: Past, Present, and Future," p. 16.

on the management side against experienced, full-time negotiators for teachers.

The superintendent as a member of the bargaining team. Different authors have viewed the situation differently, but the date that articles were written appeared to influence their thinking. Articles in the middle sixties often suggested that superintendents should serve in a dual role advising boards and principals and teachers in the same bargaining units. By the end of the sixties and early seventies, authors had changed and were suggesting management roles for both superintendents and principals.

A key decision to be made at the beginning of collective bargaining is the role to be played by the superintendent. Manning believed that the superintendent should assume a dual role in collective bargaining.<sup>133</sup> His job was to mediate problems between the board and teacher organization and stand on principles of what was best for children and youth.

Lieberman said the superintendent should not be on the negotiating team.<sup>134</sup> He should be informed and available to provide direction to the team within guidelines set by the board.

One of the recurring contentions was that the superintendent was not adequately prepared for the process; the following statement illustrates this problem:

The advent of legal bargaining in Michigan, in 1965, found most school districts and their administrators wholly unprepared. During the first years, many superintendents negotiated

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<sup>133</sup>William R. Manning, "Negotiations: The Process in Collective Bargaining," School Board Journal 153 (August 1966): 15.

<sup>134</sup>Lieberman, "Forming Your Negotiations Team," p. 31.

personally and directly with teacher representatives. Superintendents were ill prepared by academic training or temperament for this task. The values, judgments, and even competence of school executives were challenged by their teaching staffs.<sup>135</sup>

Superintendents have abandoned the neutral posture that many tried to adopt in the 1960s.

In about 75 percent of all districts where negotiation takes place, the superintendent is either a member of the board negotiating team or serves it exclusively as an advisor. In 1966-67, he was advisor to both board and teacher negotiators; by 1971-72, only 14 percent served in this dual capacity. Somewhat surprisingly, although the proportion who served as "neutral resource persons" dropped from 6.8 percent to 4.6 percent, the number who were nonparticipants increased from one percent to five percent.<sup>136</sup>

In summary, superintendents have become overwhelmingly active on the management side, and nonparticipation has replaced neutrality as the other major role of superintendents. The increase in non-participating superintendents probably can be attributed to situations in which the board had lost confidence in the superintendent's ability to handle the negotiations.

Principals on the bargaining team. The literature was not completely clear on the role of the principal in collective bargaining. If any role was emerging, it was that principals were management and should be represented on board teams and be excluded from teacher

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<sup>135</sup>Erickson, "New Management Figures in Michigan School Administration," p. 426.

<sup>136</sup>Lieberman, "Negotiations: Past, Present, and Future," p. 16.

teams. This was espoused by Doherty,<sup>137</sup> Donovan et al.,<sup>138</sup> and AFT leaders. The NEA promoted a different view that all certified employees should be under the same umbrella.

A current trend of the withdrawal of administrators' organizations from teachers' groups would seem to indicate a move to the board side.<sup>139</sup> The actual makeup of the teams varied greatly and included such individuals as consultants, legal counsel, and various members of the teacher and administrative staffs. Koerner and Parker suggested that principals from high schools and elementary schools, assistant principals, department chairmen, and the personnel supervisor should be on the board's negotiation team along with the superintendent.<sup>140</sup>

Selection of the chief negotiator. The importance of selecting the chief negotiator cannot be overemphasized. According to Lieberman, if boards do not have staff members in their organizations with negotiating skill and experience, they would be well advised to consider bringing in outside consultants to head up their negotiating teams.<sup>141</sup>

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<sup>137</sup>Robert E. Doherty, "Negotiations: Impact of Teacher Organizations Upon Setting School Policies," Clearing House 40 (May 1966): 515-24.

<sup>138</sup>Bernard E. Donovan, Arvid Anderson, Charles Cogen, and Albert W. Wolpert, "Collective Bargaining Versus Professional Negotiations," School Management 9 (November 1965): 68-75.

<sup>139</sup>Donald C. Kilgras, Administration as an Adversary Role: Bargaining - Collective Negotiations, p. 20.

<sup>140</sup>Koerner and Parker, "How to Pick a Bargaining Team and What to Teach It," pp. 28-30.

<sup>141</sup>Lieberman, "Avoid These Costly Bargaining Mistakes," p. 37.

Small school districts which lacked the financial means to employ competent staff were particularly hard hit and vulnerable to financially motivated operators. Universities were slow to develop programs for training school administrators in collective bargaining.<sup>142</sup> Thus, many districts had to fall back on persons with little or no professional background to conduct collective bargaining.

Lieberman said:

The chief negotiator must have a "feel" for negotiating. The qualities required are almost subliminal in nature. In addition to being diplomatic, patient, tough, flexible, and so on, the ideal negotiator must be extraordinarily good at reading signals.<sup>143</sup>

Negotiators should be selected carefully and objectively. A sense of humor was considered to be essential and negotiators should display calm, accurate logic, alert responsiveness, and cool headedness.<sup>144</sup>

Proescholdt, in a study undertaken to determine how boards prepared for collective negotiations, determined that:

(1) spokesmen for boards of education in negotiations have not been selected because of their skill or training in the art of negotiating; (2) school superintendents are being phased out as chief negotiators for boards.<sup>145</sup>

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<sup>142</sup>Erickson, "New Management Figures in Michigan School Administration," p. 426.

<sup>143</sup>Lieberman, "Avoid These Costly Bargaining Mistakes," p. 38.

<sup>144</sup>Koerner and Parker, "How to Pick a Bargaining Team and What to Teach It," p. 30.

<sup>145</sup>Proescholdt, The Preparation Process for Collective Negotiations by Boards of Education in the Twin Cities Metropolitan Area, p. 4202A.

In the larger districts, many superintendents employed full-time executive assistants to handle the total spectrum of employee relations under their guidance.<sup>146</sup> Their duties included collective bargaining, supervision of grievance processing, and the daily responsibilities of administering the master agreement. Judging by the relative absence of rancor and turmoil, these practices were evidently successful.

Eastman's study to determine working relationships between full-time chief negotiators, superintendents of schools, members of the negotiating team, and school boards, found that:

(1) Full-time chief negotiators have, with few exceptions, reported directly to the superintendent of schools. (2) Board teams have usually included, in addition to a full-time chief negotiator, at least one member with major responsibilities for instructional and/or personnel matters. (3) The chief negotiator, with few exceptions, has been chairman of the board negotiating team and has been charged with responsibility for setting strategy and directing the progress of negotiations. (4) The full-time chief negotiator has ordinarily served as the only spokesman for the school board during negotiation sessions. (5) Most superintendents felt the establishment of the position of full-time chief negotiator was beneficial and essential to the functioning of their school systems. (6) Superintendents and chief negotiators, as a general rule, attended all school board executive sessions dealing with negotiation matters and made recommendations to the board.<sup>147</sup>

The education and experiential backgrounds of professional negotiators were similar in states with a negotiation law and states without a law. Responsibilities of professional negotiators were

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<sup>146</sup>Erickson, "New Management Figures in Michigan School Administration," p. 427.

<sup>147</sup>Eastman, The Emerging Position of Chief Negotiator in the Public School Superintendency, p. 4275A.

much the same in both groups of states. Sealey found that factors which led to the appointment of a professional negotiator to represent school boards were not influenced by the size of the districts, nor by the makeup of the districts.<sup>148</sup>

Some of the personal qualities that the chief spokesman should have were:

(a) command respect and confidence, (b) have patience and a sense of humor, (c) be a good listener, (d) know how to sell the board's proposals, (e) have the ability to organize his thoughts and speak well, (f) be able to say "no" effectively, (g) have physical and mental stamina, and (h) above all, have a keen sense of timing.<sup>149</sup>

Employment of attorneys. The degree to which lawyers should be involved in negotiations in education was also subject to differing opinions. Sarthory indicated that some had great fear that, as lawyers become more heavily involved, the legal precedents with which they were familiar--namely, the labor-management conflict model from the private sphere--would become the educational model.<sup>150</sup> Most agreed that the system's counsel should be a member, particularly during the initial stages when so many legal questions were being raised and certainly in the preparation of the contract. Some people advocated that the attorney should be the chief spokesman. This was difficult to accept,

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<sup>148</sup>Robert D. Sealey, The Emerging Role of the Professional Negotiator in Public School Education (Ed.D. diss., University of Northern Colorado, 1970). Dissertation Abstracts International 31 (February 1971): 3840A.

<sup>149</sup>Donald P. Mitchell, "Negotiations: Improve the Process," Educational Leadership 30 (February 1973): 476.

<sup>150</sup>Joseph A. Sarthory, "Structural Characteristics and the Outcome of Collective Negotiations," Educational Administrators Quarterly 7 (Autumn 1971): 80.

because most of the problems and disagreements that have to be resolved are educational, not legal, in nature.<sup>151</sup>

As superintendents withdrew from table bargaining in Michigan, labor attorneys or consultants were employed.

The eagerness of the outside entrepreneur to display his ability to "save the district money," coupled with a general teacher antagonism toward attorneys and consultants ignorant of the education process, has set the scene for some of Michigan's most turbulent and bitter teacher strikes. A subtle side effect has been a severe erosion of traditional authority for superintendents.<sup>152</sup>

Advantages in employing outside professionals. Several advantages have been presented to support hiring outside professionals to do the negotiating for the board:

(1) collective bargaining was time consuming; (2) professional negotiators were knowledgeable about collective bargaining; (3) their knowhow and anonymity commanded greater respect from teachers; and, (4) their use allowed the board to remain as the final authority.<sup>153</sup>

Lieberman added the following advantages to the list:

(1) it was easier to change outside negotiators than to replace staff members if there was dissatisfaction with performance; (2) the outsider on an hourly or per diem basis posed fewer problems than a full-time employee utilized as chief negotiator.<sup>154</sup>

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<sup>151</sup>Manning, "Negotiations: The Process in Collective Bargaining," p. 15.

<sup>152</sup>Erickson, "New Management Figures in Michigan School Administration," p. 426.

<sup>153</sup>Koerner and Parker, "How to Pick a Bargaining Team and What to Teach It," p. 29.

<sup>154</sup>Lieberman, "Forming Your Negotiating Team," p. 32.



Disadvantages in employing outside professionals. Disadvantages

to hiring professional negotiators for the board's team include the following:

(1) Outside negotiators were expensive and they did not have an intimate knowledge of the school system. (2) No amount of advanced study can prepare outside negotiators for the subtleties and sensitivities that exist within school systems. (3) Teachers often got the idea that hiring outside negotiators meant that the board [members] didn't consider negotiations important enough to command their time. (4) Hiring outside professionals may have limited the in-district training efforts toward developing staff negotiators.<sup>155</sup>

Other disadvantages were that the outsider was not around to administer the agreement and that he may agree to clauses which would be unacceptable to a person who had to live with the agreement on a daily basis. Also, outsiders may have a tendency to seek spectacular results to add to their reputations and business and some consultants may desire to make themselves indispensable so that they can stay on the payroll.

Team size. Lieberman suggested a team of two or three administrators, headed by a person who reported directly to the superintendent of schools.<sup>156</sup> The number of persons suggested for a negotiating team varied according to the size of the school system and the nature of the problems negotiated. Generally, the team should have three to five members.<sup>157</sup>

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<sup>155</sup>Koerner and Parker, "How to Pick a Bargaining Team and What to Teach It," p. 29.

<sup>156</sup>Lieberman, "Forming Your Negotiating Team," p. 35.

<sup>157</sup>Manning, "Negotiations: The Process in Collective Bargaining," p. 15.

Bowers found that larger districts were more likely to be

(1) engaged in negotiations that are expected to result in formally ratified and binding agreements; (2) engaged in exclusive recognition procedures; and (3) engaged in impasse procedures, grievance procedures and master contracts.<sup>158</sup>

At the same time, smaller school districts were more likely to have independent local teacher organizations and receive fewer teacher proposals.

The smaller the team, the easier it was to reach agreement, both within the team and with the teacher team, and it was also easier to make serious mistakes in collective bargaining.<sup>159</sup> There was no way to cover all the procedural variations that may occur in a school system by adding representatives to the team; reasonableness must prevail. Obviously, all principals cannot be on the team.

Lieberman suggested five-person teams for systems employing up to 1,000 teachers. He felt that administration teams tended to be larger than necessary.<sup>160</sup> Lieberman and Moskow indicated that the size of negotiating teams is an important structural factor when they noted:

On the other hand, larger negotiating groups find it more difficult to make concessions and are less likely to respect the confidences that are frequently essential to effective negotiations. Furthermore, large negotiating

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<sup>158</sup>Edward L. Bowers, The Development and Utilization of a Classification System for Describing the Status of Teacher Group - School Board Negotiations in Indiana (Ed.D. diss., Indiana University, 1971). Dissertation Abstracts International 32 (December 1971): 2936A.

<sup>159</sup>Lieberman, "Forming Your Negotiating Team," p. 30.

<sup>160</sup>*Ibid.*, p. 31.

committees make it more difficult for the chief spokesman to control the negotiations.<sup>161</sup>

### Team Selection Strategy

Koerner and Parker suggest that three approaches were most common.

(1) First, school board members themselves--either as a committee of the whole or as a subcommittee--can negotiate with the representatives of the teachers. (2) The second way for a board to bargain is to hire professionals in the field of negotiations; individuals usually not associated with the school system. (3) The third method of selecting a bargaining team for the board--the one that seems best to use--is using the school system's administrative staff.<sup>162</sup>

Mitchell, in a 1969 Michigan study, found that:

(1) Most teams have five or less members. (2) The superintendent or a central office administrator was the chief spokesman in 72 percent of the districts. (3) The school board determined who would be the chief spokesman 100 percent of the time. (4) Only half the school districts had an organizational structure supporting the negotiating team. (5) Membership of the teams usually included representatives of the central office, secondary principals, and elementary principals. (6) Very seldom did the board members enter directly into bargaining other than by observation or caucus. (7) The school attorney was generally used to give only opinions on legal matters and check the language of the contract.<sup>163</sup>

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<sup>161</sup>Myron Lieberman and Michael H. Moskow, Collective Negotiations for Teachers: An Approach to School Administration (Chicago: Rand McNally and Company, 1955), p. 253.

<sup>162</sup>Koerner and Parker, "How to Pick a Bargaining Team and What to Teach It," p. 30.

<sup>163</sup>Mitchell, An Evaluation of the Composition and Selection of Negotiating Teams for Public School Boards of Education, p. 2659A.

Eastman concluded that the chairman of the board's negotiating team should be an employee of the school system with wide system knowledge and close contact and identification with the superintendent and board. He suggested that the chief negotiators should report directly to the superintendent and that superintendents would lose no status under this arrangement.<sup>164</sup>

How Should Bargaining Teams Prepare for Negotiations  
and What Strategies Were Used to Get Proposals  
to the Negotiating Table?

Issues on Preparation

The success of productive collective bargaining can be directly related to the thoroughness of advanced preparation.<sup>165</sup> According to Lieberman and Moskow, one of the most important factors to be emphasized in preparation was adequate time.<sup>166</sup> School administrators and teachers often underestimated the amount of time needed for negotiations. The teacher group had to submit its proposals in time to permit adequate bargaining to take place before the budget submission date. Wollett suggested that a reasonable time schedule "would call for the initiation of negotiations at least ninety days in advance of the time when final action on the budget must occur."<sup>167</sup>

<sup>164</sup>Eastman, The Emerging Position of Chief Negotiator in the Public School Superintendency, p. 4275A.

<sup>165</sup>Stanley M. Elam, Myron Lieberman, and Michael H. Moskow, Readings on Collective Negotiations in Public Education (Chicago: Rand McNally and Company, 1967), p. 390.

<sup>166</sup>Lieberman and Moskow, Collective Negotiations for Teachers: An Approach to School Administration, p. 254.

<sup>167</sup>Donald H. Wollett, Readings on Collective Negotiations in Public Education, ed. Stanley M. Elam, Myron Lieberman, and Michael H. Moskow (Chicago: Rand McNally and Company, 1967), p. 374.

According to Ashby, McGinnis, and Persing, "the most important of all preparations for negotiations is that of building a healthy climate of relationships between board and staff."<sup>168</sup> Collective bargaining cannot be removed from the total set of relationships in the school system. If the board and staff have developed procedures whereby a partnership exists, there will be less tendency to put everything into a formal negotiations agreement.<sup>169</sup>

#### Assembling Bargaining Data

Factual data must be collected and assembled for each issue.<sup>170</sup> The more facts prepared for each issue, "the simpler the less emotional will be negotiations,"<sup>171</sup> Some of the data needed by the board's team for collective bargaining were salaries in neighboring districts and in comparable districts nationally, costs or savings of proposed changes, the board's ability to pay, national, regional, and local economic conditions, agreements recently negotiated in comparable communities, working conditions in the school district, and related items.<sup>172</sup>

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<sup>168</sup>Lloyd W. Ashby, James E. McGinnis, and Thomas E. Persing, Common Sense in Negotiations in Public Education (Danville, Illinois: The Interstate Printers and Publishers, Inc., 1972), p. 26.

<sup>169</sup>Ibid.

<sup>170</sup>John Metzler, The Collective Dilemma: Negotiations in Education, ed. Patrick W. Carleton and Harold I. Goodwin (Worthington, Ohio: Charles A. Jones Publishing Company, 1969), p. 99.

<sup>171</sup>Wollett, Readings on Collective Negotiations In Public Education, p. 392.

<sup>172</sup>Lieberman and Moskow, Collective Negotiations for Teachers: An Approach to School Administration, p. 255.

Lieberman indicated that the interests of the parties determine what data will be collected.<sup>173</sup> Teacher groups have selected data emphasizing their interests and administrative groups have sought data supporting their interests.

Since one can never be sure whether a particular board or organization will be influenced by data, the sensible thing to do is to be fully prepared for any development, including the eventuality that relevant data will be ignored.<sup>174</sup>

Data preparation doesn't reduce the possibility of differences developing between the teams since controversy "develops over what the 'facts' are, let alone what interpretations to give them."<sup>175</sup> However, factual considerations cannot be ignored in a mature relationship as costs must be known before proposals can realistically be considered.

The board's team must devote substantial time to pre-negotiating meetings. The administrative units must be consulted to establish administrative priorities, establish or review policies on known or anticipated issues, and prepare proposals and fallback positions.<sup>176</sup> Important factors which should be considered have been missed unless all groups were consulted in preparing for collective bargaining. The administration must thoroughly consult with its representatives in the schools or it will have difficulties in implementing the agreement.<sup>177</sup>

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<sup>173</sup>Ibid., p. 256.

<sup>174</sup>Ibid.

<sup>175</sup>Ibid.

<sup>176</sup>Ibid., p. 255.

<sup>177</sup>Ibid.

### Discussion With Top Management

An essential part of collective bargaining preparation is discussion between the spokesman of the board's bargaining team and the superintendent.<sup>178</sup> This discussion should occur prior to a meeting with the board for clarifying the latitude of negotiations. The chief negotiator can outline the expected outcome of collective bargaining for the chief executive.<sup>179</sup> The session should include the superintendent and his top staff and is designed to identify concerns before management's package is submitted to the board.

A final task in the preparation for negotiations is the development of a model agreement. Though neither party will come away from the table with an ideal agreement, the model agreement will serve as a goal for which the chief negotiator can aim; it also serves as his principal negotiating tool.<sup>180</sup> The language in the ideal agreement should be well reasoned and thus should be done away from the pressures of the negotiating table.

Clarifying latitude for negotiations. When the probable areas of negotiations have been identified by the total administrative team and data have been collected, a meeting should be held with the board to investigate the latitude available for negotiations.<sup>181</sup> At that point, the superintendent and chief negotiator must present the

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<sup>178</sup>Elam, Lieberman, and Moskow, Readings on Collective Negotiations in Public Education, p. 394.

<sup>179</sup>*Ibid.*

<sup>180</sup>Charles T. Schmidt, Jr., Hyman Parker, and Bob Repas, A Guide to Collective Negotiations in Education (East Lansing, Michigan: Michigan State University, 1967), p. 51.

<sup>181</sup>Wollett, Readings on Collective Negotiations in Public Education, p. 392.

prepared data and proposals to the board. In addition to pertinent internal financial data, it is "advisable to study the personnel practices of other agencies and private employers in the area."<sup>182</sup> The board should review the data and proposals and provide guidelines for the team on money and non-money items. In establishing direction, the board should consider the limitations imposed by the law, state board regulations, and the general public.<sup>183</sup>

The whole purpose of this phase is to prepare the negotiating team and to give them specific guidelines to use at the negotiating sessions.

Very specific goals are established: e.g., What do you want to achieve during the course of negotiations? What do you want to maintain? What are you willing to concede?<sup>184</sup>

Probably the most important decision that the board must make in establishing these guidelines is to set a specific economic package within which the negotiators must operate.<sup>185</sup> The package should apply to salaries and also to the dollar cost of fringe benefits. This preparation gives the management team flexibility and a tactical advantage in adjusting to developments during the bargaining sessions.<sup>186</sup>

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<sup>182</sup>Ibid.

<sup>183</sup>Ibid.

<sup>184</sup>Schmidt, Jr. et al., A Guide to Collective Negotiations in Education, p. 50.

<sup>185</sup>Ibid., p. 51.

<sup>186</sup>Ibid.



### What Strategies Should Be Used in Presenting Proposals for Bargaining?

Negotiations have no set pattern because each is a product of a particular employment relationship. Schmidt et al. categorized the general types as follows:

Type I. The normal negotiations follow a pattern. The employee organization presents its demands, and the board makes counter-proposals; reduced demands are followed by additional counter-proposals, and eventually an agreement results.

Type II. A variation of Type I is caused by the introduction into negotiations of board demands upon the employee organization. This variation will probably become increasingly frequent because of the need to hold costs to a minimum and to meet educational objectives.

Type III. The board presents its entire true proposals at the beginning and will not move from that position unless its "facts" can be disproven. This approach requires intensive preparation and--most important--a long history of successful public relations work with the employees and their communities. Moreover, it should not be adopted lightly, since to some observers, it is the antithesis of collective bargaining.

Type IV. The "war" approach can be applied when each side distrusts the other and throws ultimatum after ultimatum at one another. Merely to mention this way of bargaining is sufficient to show its uselessness. Nothing constructive can be accomplished this way. Experienced negotiators cannot afford to act immaturely.<sup>187</sup>

Wollett identified the following three basic methods for getting proposals into table consideration: (1) The teachers' association presents its proposals to the board or a board committee with the superintendent present; two or three questions may be asked and answered, or maybe there won't be any questions. The meeting is closed

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<sup>187</sup>Schmidt, Jr. et al., A Guide to Collective Negotiations in Education, p. 56.

and the board takes action shortly thereafter which bears little resemblance to what the teachers proposed. (2) The teachers' association presents proposals and supports them with data and argument. The board discusses the proposals, their wisdom, and their feasibility, and advises the teachers' representatives of the reasons why they are probably not acceptable. (3) The teachers' association presents proposals, again supported by argument, evidence, and data. This is followed by an exchange of specific counter-proposals made by board representatives and by counter-counter-proposals from the teachers' association. Through this process of give and take, areas of disagreement are narrowed and finally eliminated. Or, alternatively--and this may happen, despite many meetings and good faith and earnest efforts to reconcile differences--areas of disagreement remain and the parties come to an impasse with neither willing to make an additional concession.<sup>188</sup>

The first process has been called the "white cane" approach which was predicated on the notion that the school board, overcome with pity for the plight of its underprivileged teachers, "put something in the cup"; the second approach came closer to collective bargaining, but it still ended with a unilateral decision; the third procedure was the only one that could be called collective bargaining.<sup>189</sup>

Metzler suggested that the board bargaining team agree on its own proposals, prepare counter-proposals to the teachers' demands, and

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<sup>188</sup>Wollett, Readings on Collective Negotiations in Public Education, pp. 364-65.

<sup>189</sup>*Ibid.*, p. 366.

set forth the rationale on each issue.<sup>190</sup> He strenuously emphasized that the board's team initiate its own proposals and not come to the table merely to respond.

Teachers have special competencies which enable them to contribute significantly to educational aspects in the school situation.<sup>191</sup> Mechanisms may be established through which the board, administration, and staff consult regularly on what is good education for the district. According to Metzler, such sessions can occur in an informal setting and can result in improved education, better board-administrator-staff relationships and school community morale, and no formalized agreement is signed.<sup>192</sup>

Those engaged in preparation must anticipate what some of the demands of the employees may be. Too often an employer, either private or public, will simply sit back and receive the employee's demands, revise them, and later reject some or all.<sup>193</sup> According to Schmidt et al., taking the offense with a list of demands was a legitimate move in collective bargaining; otherwise, the board was tied to a defensive position.<sup>194</sup>

The board team should prepare proposals to be submitted to employee groups. The contention of Ashby et al. was that proposals

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<sup>190</sup>Metzler; The Collective Dilemma: Negotiations in Education, p. 98.

<sup>191</sup>Ibid.

<sup>192</sup>Ibid.

<sup>193</sup>Schmidt, Jr. et al., A Guide to Collective Negotiations in Education, p. 50.

<sup>194</sup>Ibid.

should be built around the theme: "What are we going to get for added expenditures, over and beyond those necessary for keeping pace with living costs?"<sup>195</sup> That approach was logical during a period when boards and teachers were asked to account for rising costs. In all fairness, board and teacher proposals should be exchanged at the first meeting.<sup>196</sup>

### What Should Be the Scope of Collective Bargaining in Public Education?

#### Issues on Bargaining Scope

Boards and administrators preparing for negotiations are normally concerned about what they can, should, or must bargain about. The problem increased because of the political nature of the broad determinations of salaries and fringe benefits. Some boards and some teacher associations were fairly confident that managerial prerogatives and bargainable items could be identified.

However, the history of collective bargaining in the private sector has clearly demonstrated the need for an ever-increasing scope for union action and concerns.<sup>197</sup> The public sector, undoubtedly, will follow the same route.

Boards have recognized the fact that the internal politics of any union engaged in collective bargaining demands that the employee organization continuously expand the scope of issues on which it seeks

<sup>195</sup>Ashby et al., Common Sense in Negotiations in Public Education, p. 24.

<sup>196</sup>Ibid.

<sup>197</sup>Wesley A. Wildman, "Legal Aspects of Teacher Collective Action," Theory Into Practice 3 (February 1965): 55.

action.<sup>198</sup> The lack of definitive legislative and judicial guidelines and precedent on bargainable subject matter in education have made it more difficult for boards to resist the rapid growth of issues which become fair game for the power plays of collective bargaining. State statutes have addressed the question of bargaining subject matter in a variety of ways. Many employed different forms of the private sector definition of wages, hours, and other terms and conditions of employment.<sup>199</sup> The important question revolved around what was and was not included in wages, salary, hours, and other terms and conditions of employment. In some states, statutes referred to "all terms and conditions of employment," but others, such as Nevada and Michigan, referred to "terms and conditions of employment" and left out the word, "all."<sup>200</sup> That was an important omission. "Conditions of employment" was subjected to interpretation and the courts gave it an ever-broadening interpretation. The U.S. Supreme Court stated that subject matter pertaining to bargaining may be grouped into:

1. Matters which must be bargained about.
2. Matters which can be bargained about if the parties wish to do so.
3. Matters which cannot be bargained about because it would be illegal to do so.<sup>201</sup>

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<sup>198</sup>Patrick W. Carlton and Harold I. Goodwin, eds., The Collective Dilemma: Negotiations in Education (Worthington, Ohio: Charles A. Jones Publishing Company, 1969), p. 236.

<sup>199</sup>Wesley A. Wildman, "What's Negotiable?" The School Board Journal 155 (November 1967): 9.

<sup>200</sup>David C. Smith, "What's Negotiable?" The National Elementary Principal 53 (March-April 1974): 74.

<sup>201</sup>Reynold C. Seitz, "Collective Bargaining Can Help Achieve Reasonable Agreement," The American School Board Journal 47 (November 1966): 53.

In 1966, Mosier surveyed 187 presidents of local teacher associations to identify areas that were being negotiated at that time and areas that were not being negotiated. He found that they were negotiating:

(1) Determination of teacher work load. (2) Discipline of professional staff. (3) Standards for new professional staff positions. (4) Duties of professional staff members. (5) Facilities for personal health and comfort of the staff. (6) Basis and levels of salary schedules. (7) Fringe benefits. (8) Leave programs. (9) Length of contracts. (10) Practices of pupil control. (11) The school calendar. (12) The curriculum content and quality of the instructional program.<sup>202</sup>

Boards were refusing to negotiate:

(1) Determination of the size and qualifications of the administrative staff. (2) Responsibilities of the administrative staff. (3) Building and maintenance program. (4) Promotion and retention of professional personnel. (5) Standards for substitute teachers. (6) Assignments of teachers. (7) Selection and recommendation of professional personnel. (8) Guidance program. (9) Construction and remodeling. (10) Supervisory program. (11) Kind and amount of expense money. (12) Length of professional contracts. (13) Standards for professional staff positions. (14) Fees and fines charged students. (15) Justification and presentation of the budget. (16) Discipline of professional staff. (17) Kind and size of summer program. (18) Auxiliary services offered by the school. (19) Community service. (20) Teacher load.<sup>203</sup>

Some local association presidents agreed that all matters were negotiable; others contended that negotiable items should be restricted to salaries, benefits, and working conditions. The American Association of School Administrators (AASA) found the reasoning for a rather

<sup>202</sup>Richard H. Mosier, "What Is Negotiable?" School Management 10 (September 1966): 163.

<sup>203</sup>Ibid.

broadly construed concept of negotiations most persuasive.<sup>204</sup> The selection of a specific textbook, a curricular sequence, or educational materials for a specific class would not be negotiable; however, the process by which these basic decisions were made could have been the subject for negotiation. The AASA believed that negotiation, in good faith, might well encompass all or some aspects of policy governing such items as:

curriculum, in-service education, personnel policies, teaching assignments, transfers and promotion, recruitment of teachers, discharge and discipline of teachers, provision of physical facilities for teachers, grievance procedures, recognition of the negotiating team, lunch and rest periods, salaries and wages, welfare benefits, class size, leaves of absence, expiration date of negotiation agreement and other mutually agreed-upon matters which directly affect the quality of the educational program.<sup>205</sup>

Crane, in a study conducted in New Jersey among school board, teacher, and superintendent groups, determined that the most important bargaining areas were salaries, grievance, and impasse procedures.<sup>206</sup> Personnel policies, fringe benefits, and teaching conditions were second in order of importance. Instruction and organizational rights were perceived as having relatively little importance.

Kalish found that state legislation was not significantly related to the scope of negotiated items, but a relationship was found

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<sup>204</sup>"School Administrators View Professional Negotiations," Illinois Education 55 (January 1967): 197.

<sup>205</sup>Ibid.

<sup>206</sup>Donald C. Crane, The Relative Importance of Negotiable Issues as Perceived by Board, Teacher, and Administrative Leaders in New Jersey Schools (Ed.D. diss., Rutgers University, 1969). Dissertation Abstracts International 31 (September 1970): 952A.

between the number of items negotiated and the number of years negotiations had occurred in the district.<sup>207</sup> Long lists of items were presented at the beginning of a collective bargaining relationship, but, as the relationship matured over the years, lists became shorter.

The following issues may be found in the articles of a substantive agreement:

grievance policy, class size, teaching hours and work load, work year, holidays and storm days, after school meetings, non-teaching duties, specialists, teaching assignments, transfers and promotions, teacher facilities, textbooks, substitute teachers, summer school program, protection, sick leave and personal injury benefits, leaves of absence, professional development and educational improvement, salaries and fringe benefits, annuity plans, duration of agreement, dues deduction, and salary schedules for various assignments of certificated employees.<sup>208</sup>

Shannon identified conditions which restricted the scope of negotiations and another set which expanded the scope of negotiations:

An adversary relationship between the negotiating parties, plus absence of state law, plus definite school board mind-set, plus high degree of board independence yields the most restricted scope of negotiations possible under the formula. A nonadversary relationship, plus state law defining anything as negotiable, plus absence of mind-set, plus board independence constricted by veto power of another governmental entity over district budget yields the most expansive scope.<sup>209</sup>

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<sup>207</sup>Thomas F. Kalish, The Scope of Collective Bargaining Agreements in Selected School Districts in Illinois and Wisconsin (Ph.D. diss., University of Wisconsin, 1968). Dissertation Abstracts International 29 (August 1968): 440A.

<sup>208</sup>Ronald G. Daly, "New Direction for Professional Negotiations," NEA Journal 55 (September 1966): 28.

<sup>209</sup>Thomas A. Shannon, "Formula Gives Negotiations More Meaning," The American School Board Journal 155 (June 1968): 13.



Under the restricted scope of negotiations, salaries, fringe benefits, a grievance procedure, and other narrowly defined working conditions were negotiated. The most expansive scope included salary, fringe benefits, curriculum, inservice education, recruitment, placement, assignment, transfers, promotions, and class size.

#### Strategies on Bargaining Scope

Moskow stated that a study was needed to develop guidelines to determine what topics should be negotiated with a teacher organization and what subjects should be decided by some other mechanism.<sup>210</sup> Boards and administrators felt that certain areas were administrative prerogatives and, as such, were considered non-negotiable. At the same time, teacher groups attempted to move into the non-negotiable areas in collective bargaining.

The AASA believed that some items were not negotiable and that school boards could refuse to bargain about them without violating agreements to negotiate in good faith.

Items should not be negotiated which violate state laws or codes of ethics. The selection of board legal counsel, determination of financial and pupil accounting systems, and selection of the superintendent were other non-negotiable items.<sup>211</sup>

Agreements between teacher groups and boards of education made inroads into areas traditionally considered management prerogatives. Textbook selection, class size, student suspension, prohibition on

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<sup>210</sup>Michael H. Moskow, Teachers and Unions (Philadelphia: University of Pennsylvania, 1966), p. 254.

<sup>211</sup>"School Administrators View Professional Negotiations," Illinois Education 55 (January 1967): 197.

teaching condition changes, determination of the length of teaching day, and appointment of curriculum committees were considered management prerogatives.<sup>212</sup>

One right that management attempted to hold inviolate was the right to assign work.<sup>213</sup> This right was carefully guarded, as small concessions often led to very far-reaching consequences. Smith contended that curriculum content, curriculum revision, and textbook selection were central to the purpose for which schools exist.

Wholesome and meaningful decisions involve students, parents, teachers, professional administrators, and the community; and decisions on these matters should be made under circumstances in which all may participate--not at the negotiating table, where some of the parties directly affected are only indirectly represented.<sup>214</sup>

Lieberman said that the right of management to evaluate teachers should not be negotiated.<sup>215</sup> Collective agreements should spell out the criteria for personnel evaluation, but management must interpret and apply the criteria. He stated that, if management and teacher peer evaluations differed, management could not win, for it would be charged with bias when it evaluated negatively and charged with recommending incompetent teachers when it evaluated positively.

Donovan suggested that it was most unfortunate when boards of education agreed to put into contracts either average or specific

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<sup>212</sup>Joan R. Egner and Kenneth Lane, "Collective Bargaining and Administrative Prerogatives," Peabody Journal of Education 46 (November 1968): 142-43.

<sup>213</sup>Smith, "What's Negotiable?" p. 74.

<sup>214</sup>Ibid.

<sup>215</sup>Myron Lieberman, "Should Teachers Evaluate Other Teachers?" School Management 16 (June 1972): 29.

class sizes.<sup>216</sup> No one objected to unreasonable maximums, but the thought to determining class size through collective bargaining was repugnant. Classes had to depend upon the type of pupil, the subject, and the physical facilities within which each class was to be conducted.

On October 14, 1971, the Pennsylvania Labor Relations Board ruled on the long-standing issue of scope of bargaining under Act 915, dealing specifically with the State College Area School District case. The teachers' organization brought twenty-one issues before the Board. In this precedent-setting case, the first attempt to determine what was bargainable under the Act, the Labor Board ruled that all twenty-one items were policy items on which employers were not required to bargain. The effect of this ruling was that all school districts--and all other public employers--no longer needed to be "hung up" in negotiations by employee groups on the issues covered in this ruling. If the employee group attempted to negotiate one of these issues, the employer should immediately file an unfair labor practice charge to have such issue removed as a possible basis for impasse.<sup>217</sup> The non-bargainable items were:

- (1) proper and adequate classroom instructional printed material; (2) time during the school day for lesson planning; (3) timely notice of teaching assignment for the coming year; (4) separate desks and lockable drawer space for each teacher; (5) cafeteria for teachers; (6) eliminating non-teaching duties such as, but not limited to, hall duty, lunch duty, lunch duty, study hall, and parking

<sup>216</sup>Bernard E. Donovan, "Negotiations: Ten Years Later," The National Association of Secondary School Principals Bulletin 55 (December 1974): 40.

<sup>217</sup>Negotiations Guidelines Number 10-15-71-29, Pennsylvania School Boards Association, p. 1.

lot duties; (7) eliminating the requirement that teachers teach or supervise two consecutive periods in two different buildings; (8) eliminating the requirement that teachers substitute for other teachers during planning periods and teaching in non-certificated subject areas; (9) eliminating the requirement that teachers chaperone athletic activities; (10) eliminating the requirement that teachers unpack, store, check or otherwise handle supplies; (11) one night each week free for Association meetings; (12) teacher will, without prior notice, have free access to his personnel file; (13) teacher to leave the building any time during the school day unless he has a teaching assignment; (14) providing special teachers with preparation time equal to that provided for other staff members; (15) provision for maximum class sizes; (16) Association will be consulted in determining the school calendar; (17) school will officially close at noon of the last day of classes for Thanksgiving, Christmas, Spring and Summer vacation; (18) at least one half of the time requested for staff meetings be held during the school day; (19) teachers not be required to be in the school more than 10 minutes prior to the time students are required to be in attendance and not more than 10 minutes after students are dismissed (withdrawn); (20) Tuesday afternoon conference with parents be abolished and teachers hold conferences with parents by appointment at a mutually convenient time; and (21) secondary teachers not be required to teach more than 25 periods per week and have at least one planning period per day.<sup>218</sup>

Increasingly, contracts provided for teacher organizations' involvement in curricular, textbook, and educational policy decision-making by affording organization representatives the right to confer on such matters with board and administrative personnel during the term of the contract away from the collective bargaining table.

Lieberman stated:

If teachers want to be equal partners in formulating educational policy, then they should give up any right to teacher tenure if they

<sup>218</sup>ibid.

are going to make educational policy on the same level as the school board because, in a democratic society, we ought to have the right to change our policymakers.<sup>219</sup>

Many superintendents have voluntarily given teachers an opportunity to participate in the development of staff personnel policies.<sup>220</sup> However, this procedure has not been universally practiced. The American Association of School Administrators has suggested that teachers should be given the opportunity to make recommendations on textbooks and materials, propose curriculum changes, advocate innovative practices, and propose other policies through a medium different from the negotiating process.<sup>221</sup>

The development of the democratic concept in school administration was spelled out by the Educational Policies Commission in 1938.

To indicate the place of leadership in all good administration is not to deny the large part to be played in the development of policy by all professional workers. . . . It is sound procedure to provide for the active participation of teachers in the development of administrative policy.<sup>222</sup>

<sup>219</sup> Myron Lieberman, "Teacher Negotiations," School Boards: A Creative Force, Proceedings of the 1967 Convention of the National School Boards Association, p. 76 as cited in Wesley A. Wildman, "What's Negotiable?" The School Board Journal 155 (November 1967): 3.

<sup>220</sup> T. M. Stinnett, Jack H. Kleinmann, and Martha L. Ware, Professional Negotiation in Public Education (New York: The Macmillan Company, 1966), p. 155.

<sup>221</sup> School Administrators View Professional Negotiations (Washington, D.C.: American Association of School Administrators, 1966), p. 39.

<sup>222</sup> Stinnett, Kleinmann, and Ware, Professional Negotiation in Public Education, p. 19.

Wildman suggested that:

Those responsible for board strategy and tactics in collective negotiations should read widely in the field and take advantage of available training opportunities so that they may be constantly aware of experiences and best practices in school districts throughout the country.<sup>223</sup>

The approach to negotiations that may offer the best prospects for the future is to limit discussions at the negotiating table as much as possible to salary items and basic conditions of employment and to provide for year-round study committees of teachers and administrators to consider such professional problems as curriculum, textbooks, and teaching techniques.<sup>224</sup>

The "What is negotiable?" issue has emphasized the need for a strong management's rights clause.<sup>225</sup> This has helped to establish the position that the board has rights which are non-negotiable. In addition to protecting their own rights, boards of education must avoid negotiating provisions into teacher agreements that will unduly restrict their administrators.

Seitz suggested that:

School boards should be liberal about the topics they will bargain about. They should not attempt to draw too narrow a line defining "conditions of employment." It is not suggested that school boards should bargain about everything under the sun that is not illegal; it seems wise, though, that they bargain about a great many things. Forward looking

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<sup>223</sup>Wildman, "What's Negotiable?" p. 10.

<sup>224</sup>Joan R. Egner and Kenneth Lane, "Collective Bargaining and Administrative Prerogatives," Peabody Journal of Education 46 (November 1968): 145-46.

<sup>225</sup>Smith, "What's Negotiable?" p. 74.

industrialists follow this principle. On the premise that collective bargaining helps attain a harmonious relationship, there should be no disposition to give too narrow a definition to "conditions of employment."<sup>226</sup>

In negotiating on work rules, the adverse consequences of giving up discretion over a decision made only once in several years may be much more important than the adverse consequences of relinquishing control over decisions made every day.<sup>227</sup>

### Should Collective Bargaining Involve Curriculum and Instruction?

#### Curriculum and Instruction Issues

A major issue in education, in the literature, has been whether curriculum and instruction should be included in the scope of collective bargaining. Curriculum matters have been judged to be negotiable by both the NEA and the AFT.<sup>228</sup>

Historically, the bargaining process has followed an interesting cycle with respect to curriculum and instruction. In the early and middle sixties, when teachers were bargaining for wages and fringe benefits, many boards charged that teachers were unprofessional to bargain for wages and fringe benefits and suggested that teachers should concern themselves with instructional and curriculum matters.<sup>229</sup>

<sup>226</sup>Reynold C. Seitz, "Collective Bargaining Can Help Achieve Reasonable Agreement," The American School Board Journal 47 (November 1966): 53.

<sup>227</sup>Myron Lieberman, "Managerial Discretions in Negotiations," School Management 15 (April 1971): 6.

<sup>228</sup>Lloyd W. Ashby, James E. McGinnis, and Thomas E. Persing, Common Sense in Negotiations in Public Education (Danville, Illinois: The Interstate Printers and Publishers, Inc., 1972), p. 49.

<sup>229</sup>Jack H. Kleinmann, "Curriculum Negotiation: How? To What End?" Educational Leadership 29 (April 1972): 573.

However, teachers were preoccupied, at that point in time, with securing basic bargaining rights. In the early seventies, when teacher attitudes changed toward concern for curriculum and instruction, boards referred to those areas as management prerogatives.

Kleinmann said that:

Since curriculum is what teachers do, and instruction is how they do it, it follows that curriculum and instruction are essential elements of their daily working conditions and, thus, are appropriate subjects for the bargaining table.<sup>230</sup>

One of the major issues since the advent of negotiations has been the question of what is negotiable. Most state laws were clear and some were tested in court. In 1971, school boards in New Jersey, which had bargained with their staffs for years, had to be forced by the courts to negotiate curriculum and instructional matters.<sup>231</sup> By an American Arbitration Association decision, Trenton, New Jersey was forced to reduce all class sizes in which enrollment was above thirty.<sup>232</sup>

The "bargainable subject matter" problem in private sector negotiations has become highly complex and designation of an issue as "bargainable" or "non-bargainable" under federal labor law has been fraught with significance for both management and the union.<sup>233</sup> Bishop predicted, "Once wages, hours, benefits, and rights are established,

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<sup>230</sup>Kleinmann, "Curriculum Negotiation: How? To What End?" p. 573.

<sup>231</sup>Ibid.

<sup>232</sup>Ibid.

<sup>233</sup>Patrick W. Carlton and Harold I. Goodwin, eds., The Collective Dilemma: Negotiations in Education (Worthington, Ohio: Charles A. Jones Publishing Company, 1969), p. 235.



curriculum and instruction will become the next logical area in which to move."<sup>234</sup>

Singer claimed that the second phase of negotiations after the period of narrow economic interests, would be characterized by a period of maturity and interest in curriculum development.<sup>235</sup> The second phase is a definite indication that school districts can benefit from negotiations and the benefits which will accrue are needed.<sup>236</sup> Regardless of the reasons, curriculum and instruction were considered important in collective bargaining.<sup>237</sup>

Ziemer and Thompson reviewed a number of studies and concluded that AFT affiliated contracts included a greater number of curriculum and instruction components and that AFT affiliated groups rated a greater number of contract components as being of primary importance to negotiations.<sup>238</sup> It could be concluded that AFT affiliates placed a greater emphasis in negotiations on items which affected the curriculum and instructional programs than did NEA affiliates.

The National Education Association examined 398 comprehensive agreements which were in force for the 1966-67 school year. The

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<sup>234</sup>Leslie J. Bishop, Collective Negotiations in Curriculum and Instruction: Questions and Concerns (Washington, D.C.: Association for Supervision and Curriculum Development, 1967), p. 4.

<sup>235</sup>David A. Singer, Jr., "New Frontiers for Professional Negotiations," School and Society 97 (October 1969): 371.

<sup>236</sup>*Ibid.*

<sup>237</sup>Russell H. Ziemer and A. Gray Thompson, "Negotiations and Curriculum: NEA vs. AFT," Educational Leadership 30 (November 1973): 105.

<sup>238</sup>*Ibid.*, pp. 104-5.

most frequently included curriculum and instruction components in these contracts were:

(A) transfers; (B) school calendar or year; (C) teaching assignment in subject areas; (D) procedure for teacher evaluation; (E) pupil ratio and class size; (F) duty-free periods for planning, etc.; (G) teaching hours or day; (H) instructional aids which are available for the teachers' use in the development planning and teaching in the classroom; (I) educational conference leave; and (J) selection and distribution of textbooks.<sup>239</sup>

Young suggested that experts claimed that the criterion for determining a good master contract was whether or not the contract was mutually unsatisfactory to both sides; he then asked, "Should this be the fate of curriculum?"<sup>240</sup>

The Association for Supervision and Curriculum Development was opposed to negotiating curriculum development for two major reasons.

First, negotiation tactics have led to a "splintering" and a "polarization" of the various groups involved in the educational enterprise. A "we-they" attitude permeates relationships among groups which are organized around "centers of interest."

Second, decisions on matters of curriculum and instruction are made in the context of a negotiating process which systematically excludes supervisors and curriculum workers. Supervisory input is not brought to bear on these decisions which profoundly affect the educational program of the school.<sup>241</sup>

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<sup>239</sup>NEA, "What's Negotiable?" NEA Research Bulletin 46 (May 1968): 42.

<sup>240</sup>William F. Young, "Curriculum Negotiation: How? To What Extent?" Educational Leadership 29 (April 1972): 576.

<sup>241</sup>"The Supervisor's Role in Negotiations," William F. Young, ed. (Washington, D.C.: Association for Supervision and Curriculum Development, 1969), p. 40.

Various writers have referred to the process of negotiation curriculum as self-defeating.<sup>242</sup> This represents an attempt to use the industrial model for collective bargaining in education even though it has not been used for that purpose in industry. The industrial model was developed, primarily, to deal with money matters in the industrial and commercial world.

To improve instruction, staff members should function as co-professionals, rather than as adversaries.<sup>243</sup> A professional approach need not involve adversary relationships or lend itself to collective bargaining tactics; it should allow for a free, open contest of ideas. Curriculum collective bargaining proponents have argued that collective bargaining is a free, open contest of ideas. In such a process, no obligations of organizational loyalty should interpose between men and ideas.<sup>244</sup>

#### Strategies for Curriculum Development

Ashby et al. suggested that:

"Curriculum should not be negotiated, but the procedures for curriculum development are legitimate items for bargaining."<sup>245</sup>

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<sup>242</sup>William F. Young, "Curriculum Negotiations: Present Status -- Future Trends," Educational Leadership 26 (January 1969) as cited in Lloyd W. Ashby, James C. McGinnis, and Thomas E. Persing, Common Sense in Negotiations in Public Education, p. 48.

<sup>243</sup>Young, "Curriculum Negotiation: How? To What Extent?" p. 577.

<sup>244</sup>Ashby, McGinnis, and Persing, Common Sense in Negotiations in Public Education, p. 49.

<sup>245</sup>Ibid.

Smith said that districts should have a committee to develop curriculum, but that committee should be outside the adversary setting of the bargaining table.<sup>246</sup>

Many collective bargaining agreements have guaranteed staff participation in curriculum development. The structure has ranged from joint teacher-administrator committees to develop policy on matters of common concern, to committees directed, specifically, to curriculum decision-making.

Of the 978 comprehensive agreements effective during the 1968-69 school year, in school systems of 1,000 or more, 451 (46.1 percent) contained one or more provisions directly or indirectly affecting the curriculum decision-making process. In 279 agreements (28.5 percent), at least one general or professional joint committee (regular or ad hoc) provided teachers with an opportunity to discuss curriculum matters.<sup>247</sup>

Another approach to collective bargaining and curriculum development has been through some form of curriculum review.

Negotiated provisions directly related to curriculum review were found in 172 agreements (17.6 percent). Of these, 93 provisions established specific joint committees primarily for the purpose of reviewing and recommending curriculum proposals.<sup>248</sup>

A number of contracts included identifying specific individuals who were responsible for directing the curriculum review program, designating participants, determining the frequency of meetings, fixing compensation for participants, making final decisions on the completed report, and implementing curriculum change:

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<sup>246</sup>David C. Smith, "The Impact of Negotiations on Instruction," National Elementary Principal 53 (May-June 1974): 67.

<sup>247</sup>"Curriculum Review in Negotiation Agreements," NEA Research Bulletin 48 (December 1970): 106.

<sup>248</sup>*Ibid.*

The entire professional staff was responsible for changing and improving the curriculum in 28 provisions; unidentified curriculum committees or councils were given this responsibility in 20 provisions. In 22 provisions, the director or coordinator of curriculum discussions was a school administrator; three of these provisions established a staff position of coordinator of curriculum. Ten provisions designated as the participants in curriculum review programs the entire staff through in-service staff meetings; 11 provisions designated volunteers only; 3 provisions, volunteers appointed by the superintendent; 4 provisions, elected members; and 3 provisions, staff members selected through a posting procedure.<sup>249</sup>

The frequency of meetings, scheduling procedures, and compensation were identified in some collective bargaining agreements. Of the 451 agreements mentioning curriculum development, twelve discussed frequency of meetings and scheduling procedures and eleven identified methods of compensating teachers for being involved in collective bargaining.<sup>250</sup> The major emphasis in 1968-69 was upon teacher involvement in curriculum decisions.

Young suggested the establishment of a negotiation group to deal with curriculum issues and problems; its membership should include representatives of the total professional staff.

The curriculum negotiation group should restrict its agreements to the process and design for seeking solutions. The agreements should clearly specify who is to be involved, the decision-making procedures, realistic timetables for completion of tasks, time for staff members to work on the tasks, the controls necessary to ensure continued progress, provisions for evaluation, and provisions for accountability.<sup>251</sup>

<sup>249</sup>Ibid., p. 107.

<sup>250</sup>Ibid., p. 108.

<sup>251</sup>Young, "Curriculum Negotiations: How? To What Extent?" p. 577.

Kleinmann's method for curriculum improvement was through curriculum and educational development councils, joint committees, and professional study committees. He stressed bilateral decisions on curriculum development and pointed out that the process would be a dismal failure if the council was seen as advisory to the superintendent of schools.<sup>252</sup>

Should Compulsory Unionism Be Required in  
Educational Collective Bargaining?

Compulsory Unionism Issue

In 1975, the agency shop was negotiable in some states and non-negotiable in others. It became the common form of compulsory unionism in public education.<sup>253</sup> Teachers were forced either to pay a monthly "service fee" within a specified time or be fired. They did not have to join the association, but they had to pay the service fee.

The two other forms of compulsory unionism were called "union shop" and "maintenance of membership." Union shop required union membership within a specified time period after being hired. Maintenance of membership did not require union membership, but individuals who joined had to remain members through the life of the contract.

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<sup>252</sup>Kleinmann, "Curriculum Negotiations: How? To What End?" p. 575.

<sup>253</sup>Reed Larson, "Are You Making it Hard for Your Teachers Not to Join a Union?" The American School Board Journal 159 (March 1972): 58.

The compulsory agency shop was widespread among school districts in Michigan. Michigan State Law was silent on the agency shop issue, but teacher unions interpreted the silence as assent and the issue was challenged in court. In one case, an eighteen-year employee was fired for refusal to pay dues under an agency shop contract.<sup>254</sup> The court reinstated the teacher and the union appealed. The judge said:

I find it a little difficult to square the concept that you have tenure status as a result of training, experience, and so forth, but on the other hand, because, philosophically, you choose not to belong to a particular group, you may not teach.<sup>255</sup>

Public employee bargaining statutes were amended to permit negotiations of agency shop clauses for public employees in Minnesota, Michigan, Rhode Island, and Oregon.<sup>256</sup> Washington amended its law to permit classified state employees to negotiate agency shop clauses.<sup>257</sup> The courts and state public employment boards were also involved with the agency shop issue. The Massachusetts Supreme Court ruled that agency shop fees were deductible from all public employees including classified civil service employees.<sup>258</sup> The New York Supreme Court ruled that agency shop provisions were illegal and non-negotiable.<sup>259</sup> The Hawaii Public Employee Relations Board approved a 45 percent

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<sup>254</sup>Ibid., p. 59.

<sup>255</sup>Ibid.

<sup>256</sup>Negotiation Research Digest 7 (October 1973): 10.

<sup>257</sup>Negotiation Research Digest 7 (September 1973): 10.

<sup>258</sup>Negotiation Research Digest 7 (January 1974): 4-5.

<sup>259</sup>Negotiation Research Digest 7 (February 1974): 3.

increase from \$97 to \$141 a year, in the "service" or agency shop fee for teachers who did not belong to the Hawaii State Teachers Association.<sup>260</sup>

Amplifying the "right to work" provision of Florida's Constitution, the Florida Attorney General interpreted the statute as excluding negotiation of agency shop clauses in union contracts.<sup>261</sup> This ruling made it a violation to be engaged in any coercive attempt to force a workman either to remain in or to join a labor organization or to require a non-member to pay agency fees, dues, assessments, fines, or other charges to a labor organization.

The union shop in public employment has the potential of becoming a neat mutual back-scratching mechanism, whereby public employee representatives and politicians each reinforce the other's interest and domain, with the individual public employee and the individual citizen left to look on, while his employment conditions and his tax rate and public policies generally are being decided by entrenched and mutually supportive government officials and collective bargaining representatives over whom the public has diminishing control.<sup>262</sup>

#### Compulsory Unionism Strategy

The political strategy for boards was to lobby for a "right to work" law through strong state and local associations. Such a law made compulsory unionism illegal in the State of Florida.<sup>263</sup>

<sup>260</sup>Negotiations Research Digest 7 (January 1974): 8.

<sup>261</sup>Ibid.

<sup>262</sup>Larson, "Are You Making it Hard for Your Teachers Not to Join a Union?" p. 61.

<sup>263</sup>Negotiation Research Digest 7 (January 1974): 8.



The collective bargaining approach was for the management team to insist on contract language that precluded all forms of compulsory unionism. For example:

It is agreed that employees in the unit defined herein shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to join and assist the association or to refrain from any and all such activity.<sup>264</sup>

#### How Should Impasses in Collective Bargaining in Public Education Be Resolved?

##### Impasse Issues

There were times, despite good-faith efforts to arrive at equitable solutions to common problems, when persistent disagreements could not be resolved by the parties in the collective bargaining process. When that occurred, the groups were at an impasse. According to Lieberman, over a three-year negotiating period, there was a much better than even chance that any particular board of education would be involved in impasse procedures.<sup>265</sup>

An impasse occurred only when negotiations halted or appeared fruitless on every item.<sup>266</sup> Impasse was not reached so long as the teams were negotiating on any items. The most difficult impasses were those resulting from honest differences of opinion or from basic

<sup>264</sup>Larson, "Are You Making It Hard for Your Teachers Not to Join a Union?" p. 61.

<sup>265</sup>Myron Lieberman, "What to Expect in Fact Finding," School Management 16 (February 1972): 6

<sup>266</sup>Myron Lieberman, "What to Do When the Talks Break Down," School Management (April 1969): 25.

conflicts in the needs and interests of the parties.<sup>267</sup> Lieberman and Moskow pointed out that an "impasse" was extremely difficult to define and negotiators did not always know when an impasse had been reached.<sup>268</sup>

Before an impasse was reached, collective bargaining sessions ranged from zero to seventy-five, but the average was eight sessions over a three-month period.<sup>269</sup>

Typically, impasse resolution progressed through three stages. Those stages were (1) the conciliatory-mediation stage, (2) the fact-finding stage, and (3) the arbitration stage.<sup>270</sup> Some states provided for binding arbitration in the last stage, and other states provided for advisory arbitration.

Santory stated that, "The factor which appeared to be the most strongly related to the occurrence of impasse was the composition of the teacher negotiating team."<sup>271</sup> In nine out of ten districts which went to impasse, teacher teams were composed of members from all grade levels. A preponderance of secondary teachers on the teacher teams seemed to be related to successful negotiations without the occurrence of an impasse.

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<sup>267</sup>Ibid.

<sup>268</sup>Myron Lieberman and Michael Moskow, Collective Negotiations for Teachers (Chicago: Rand McNally and Company, 1966), p. 314.

<sup>269</sup>Lieberman, "What to Expect in Fact Finding," p. 6.

<sup>270</sup>M. Chester Nolle, Status and Scope of Collective Bargaining in Public Education (Eugene, Oregon: University of Oregon, Eric Clearinghouse on Educational Administration, 1970), p. 30.

<sup>271</sup>Joseph A. Santory, "Structural Characteristics and the Outcome of Collective Negotiations," Educational Administrators Quarterly 7 (Autumn 1971): 83.

The composition of the board team did not appear to be significantly related to the outcome of negotiations. In the study, the size of the board team and its composition in terms of different administrative representatives failed to contribute to discrimination between impasse and non-impasse districts.<sup>272</sup>

The number of years of teaching experience of members of the teacher team was also related to the outcome of negotiations:

In ten impasse districts, 55 percent of teacher team members had 11 plus years of experience, while only 37 percent of teacher team members in non-impasse districts had that much experience. The chi-square of 5.87 is significant at the .10 level and approaches significance at the .05 level of probability.<sup>273</sup>

The frequency of negotiating sessions appeared to be related to agreement or the occurrence of impasse. The more frequent the sessions, the more likely was the possibility of reaching agreement internally. Conversely, less frequent sessions tended to be associated with the occurrence of impasse.<sup>274</sup> Also associated with the occurrence of impasse was the use of legal assistance by at least one of the teams during the course of negotiations.<sup>275</sup>

Third party mediation. Mediation was a process by which a third party attempted to assist negotiators to reach an agreement. The mediator's role was advisory and some preferred to meet privately with each group, while others preferred to meet jointly with the parties. A

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<sup>272</sup>Serthory, "Structural Characteristics and the Outcome of Collective Negotiations," p. 85.

<sup>273</sup>Ibid., p. 84.

<sup>274</sup>Ibid., p. 85.

<sup>275</sup>Ibid., p. 84.

mediator came into a collective bargaining impasse and attempted, through discussion, to get the parties to reach an agreement.

Lieberman and Moskew preferred joint meetings between the parties to get a more realistic picture of the issues and avoid being misled.<sup>276</sup>

Mediation usually was requested by either the employee organization or both parties; it was seldom requested solely by the employer.<sup>277</sup>

Mediation, before fact finding, was usually perceived as an ineffective process. However, mediation served to reduce the number of issues in question prior to fact finding and helped clarify them.<sup>278</sup>

Experienced mediators did not attempt to place unreasonable pressures on either team, for they were effective only so long as they retained the confidence of both parties. They conferred with the parties separately to learn their private positions. A good mediator learned how far the teams were willing to move and then was in a position to suggest terms that were satisfactory to both.

School boards were aware of taxpayer concerns about negotiations and realized that third party recommendations were usually safe political moves. Often, the function of impartial third parties was to recommend, publicly, what the parties had already agreed to privately.<sup>279</sup>

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<sup>276</sup>Lieberman and Moskew, Collective Negotiations for Teachers, p. 314.

<sup>277</sup>Lieberman, "What to Expect in Fact Finding," p. 6.

<sup>278</sup>Russell Allen, 1967 School Disputes in Michigan (Washington, D.C.: Bureau of National Affairs, 1968), p. 73, as cited in Paul D. Staudehar, "Fact Finding for Settlement of Teacher Labor Disputes," Phi Delta Kappan 51 (April 1970): 425.

<sup>279</sup>Lieberman, "What to Do When the Talks Break Down," p. 26.

Third party fact finding. Fact finders entered the scene after collective bargaining failed and mediation was exhausted. Fact finding attempted to provide acceptable alternatives to the use of economic and political force in resolving disputes between employers and employees.<sup>280</sup> Each team identified issues and facts surrounding those issues in a dispute to a neutral party. The impartial third party investigated the issues and, generally, recommended a solution to the negotiating parties. However, recommended solutions were optional to the teams and never binding. The two teams, armed with information from the fact finder, were then to return to the table and seek a satisfactory solution within the framework suggested by the fact finder.

Of the two types of fact finding assignments, the one least frequently used involved a grievance by one party under a collective bargaining agreement already in force.<sup>281</sup> The second, called "interest fact finding," concerned the settlement of basic contract issues.<sup>282</sup> If fact finding machinery was used too often, the public did not react strongly; it lost its effectiveness.<sup>283</sup>

One of the recurring issues in impasse proceedings was whether fact finding should follow or precede mediation or be independent of it.<sup>284</sup> Should the fact finder attempt to get the parties to agree, or should he confine his efforts to fact finding?

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<sup>280</sup>Staudohar, "Fact Finding for Settlement of Teacher Labor Disputes," p. 422.

<sup>281</sup>George T. Roumell, Jr., "Fact Finding Can Unblock Bargaining Impasse," The Nation's Schools 85 (March 1970): 77.

<sup>282</sup>Ibid.

<sup>283</sup>Lieberman and Moskow, "Collective Negotiations for Teachers," p. 317.

<sup>284</sup>Lieberman, "What to Expect in Fact Finding," p. 6.

One of the most significant results of the Yaffe and Goldblott study was that fact finders usually attempted to mediate the disputes.<sup>285</sup> Fact finders spent about half their time in mediation, rather than fact finding, and those mediation efforts tended to be more successful than the mediation which took place before fact finding.

Another important issue in fact finding was whether resorting to fact finding affected negotiations. Did the parties refuse to make concessions out of fear that the fact finder would merely add concessions to the final offer at the negotiating table? Fact finding was not regarded as a primary means of achieving settlement; issues were to be resolved at the table and not automatically delayed, hoping for a better deal through fact finding. That approach resulted in unnecessary impasse proceedings and abused the intent of the fact finding mechanism. The fact finder was a semi-judicial official who was appointed to review circumstances and data surrounding specific issues.

On the average, the parties participated in two hearings with a duration of six hours each; hearings ranged from two to twelve hours and issues under discussion ranged from one to 231.<sup>286</sup> Employers were represented by counsel in 51 percent of the cases, while employee organizations were represented in 21 percent of the cases.<sup>287</sup>

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<sup>285</sup>B. Yaffe and H. Goldblott, "Factfinding in Public Employment Disputes in New York State" (Institute of Labor Relations, Cornell University, June 1971) as cited in Lieberman, "What to Expect in Fact Finding," p. 6.

<sup>286</sup>Lieberman, "What to Expect in Fact Finding," p. 6.

<sup>287</sup>Ibid.

Employers used labor relations consultants more frequently than the employee organizations. Evidently, public employers, like their counterparts in the private sector, were better able to pay for experienced representation in labor relations matters.

Instigation of fact finding. Laws generally permitted either party to instigate fact finding, but it was the employee organization which usually made the requests.<sup>288</sup> The number of fact finders generally ranged from one to three and they were most often appointed by state agencies. In some situations, parties were permitted to make their own selections. Where the parties selected their own fact finders, the best arrangement was to permit each party to select one arbiter, after which the two fact finders chose a third. If the original fact finders were unable to agree on a third, the American Arbitration Association was called in to name the individual. Acceptability of the recommendation was improved when both parties were involved in the selection process.<sup>289</sup>

Fact finding had a positive effect on the bargaining process and served to prevent strikes by teachers; it was successful in 42 percent of the cases studied in New York State, 70 percent of the cases studied in Wisconsin, and in 50 percent of the cases studied in Michigan.<sup>290</sup> Public pressure appeared to be the main reason for fact finding success.

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<sup>288</sup>Steudoher, "Fact Finding for Settlement of Teacher Labor Disputes," p. 423.

<sup>289</sup>Ibid.

<sup>290</sup>Ibid.

Problems with fact finding. Since strikes were prohibited, teachers' organizations were in no position to reject fact finder recommendations. At the same time, the public employer accepted or rejected the recommendations with relative impunity. On the other hand, public pressures resulting from fact finding recommendations could hardly be ignored by elected school board members.

Costs of fact finding. Costs of well qualified persons were high and were allocated to the parties on an equal basis. Equal sharing tended to discourage delay, favoritism, and indiscriminate use of the procedure.<sup>291</sup>

The median fact finder fee in twenty-seven cases in Wisconsin, in 1966, was \$500.00, with a low of \$300.00, and a high of \$15,000.00.<sup>292</sup> Other expenses, such as preparation of the parties, rental fees, and attorneys' fees were not included.

Criteria for decisions. Criteria used by fact finders to make decisions were:

(A) wages and hours in local industry; (B) conditions in employment with similar skills and working conditions; (C) comparison with other schools or departments of comparable size; (D) public interest and welfare; (E) job hazards in other industries; (F) educational or mental job qualifications; and (G) job training skills.<sup>293</sup>

Most fact finding cases appeared to deal with the issues of wages and benefits and the criteria most often included comparisons with

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<sup>291</sup> Ibid.

<sup>292</sup> Ibid.

<sup>293</sup> Edward B. Krinsky, "Public Employment Fact Finder in Fourteen States," Labor Law Journal (September 1966): 539-40, as cited in Staudohar, "Fact Finding for Settlement of Teacher Labor Disputes," p. 423.



teachers in other districts, cost of living, ability to pay, and, to a lesser extent, productivity and wage-price guideposts.

Before making a recommendation, a fact finder had to carefully consider the following:

(A) history of bargaining; (B) substitution for a strike; (C) ability to pay; (D) comparisons; (E) supply and demand; and (F) economics of community.<sup>294</sup>

In many states, agencies were formed and given authority to determine whether disputes should go to fact finding. In some states, the agency did the fact finding itself, without any preliminary investigation.<sup>295</sup> In other states, agencies attempted to mediate the dispute while making the investigation; still other agencies made an investigation, either through formal or informal hearings. These agencies were generally called Public Employee Relations Commissions (PERC), or Public Employee Relations Boards (PERB).

Third party arbitration. There were two kinds of arbitration: advisory and binding. An arbitrator came into a collective bargaining impasse and made decisions upon the issues in question.<sup>296</sup> His decisions, depending on the law or the agreement, were either advisory or binding. Advisory arbitration generally took place as the final step in an impasse during collective bargaining. Generally, legislatures have been reluctant to grant public employees binding arbitration during the collective bargaining process; a major reason has been

<sup>294</sup>Roumell, Jr., "Fact Finding Can Unblock Bargaining Impasse," p. 79.

<sup>295</sup>Lieberman and Moskow, Collective Negotiations for Teachers, p. 316.

<sup>296</sup>Roumell, Jr., "Fact Finding Can Unblock Bargaining Impasse," p. 77.

that boards were empowered by law to make policy decisions. However, once decisions were made and ratified by the board on those items which were included in the contract, legislators had little reluctance to impose third party binding arbitration on the board. Binding arbitration, in grievance procedures, gave boards much difficulty because most of management's attention was focused on the negotiation process and little attention was paid to the administration of the contract.<sup>297</sup> Paying inadequate attention to contract administration has been as disastrous as any failure in negotiating the collective agreement.

One of the major issues in contract administration has been how to determine if an item should be resolved within the district or should go to binding arbitration.<sup>298</sup> There was always a risk in going to arbitration, since a human process was involved, and that risk often extended beyond the issue at hand. An adverse decision by an arbitrator often established a precedent, thereby damaging administrative prestige and authority.

#### Strategies to Avoid Impasse

Before the board's team has made its final offer to try to end an impasse, it had to consider all of the possibilities for a satisfactory settlement. Sometimes, changing the duration of an agreement or the willingness to establish a benefit the second year, instead of the first, resolved difficult issues.<sup>299</sup> If legitimate demands could

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<sup>297</sup>Myron Lieberman, "Arbitration--To Go or Not to Go," School Management 14 (October 1970): 11.

<sup>298</sup>Ibid., p. 34.

<sup>299</sup>Lieberman, "What to Do When the Talks Break Down," p. 26.

not be met, some were approached through committees away from the table, and others were resolved through joint agreements to address the issue first during the next bargaining year. A knowledge of the situation and considerable experience was necessary for the negotiator to find solutions that had not occurred to others.

It was extremely important to know what underlay the possible impasse. Lieberman suggested:

If teacher negotiators feared a rival organization, and the board didn't want an organizational battle, it offered certain organizational security clauses.<sup>300</sup>

If the teacher team did not appear to be sufficiently militant to membership, the board team acted as if the teacher team won everything to create an impression; however, a careful balance had to be maintained to prevent a taxpayers' revolt.

Successful negotiators avoided early hangups by identifying and briefly discussing areas of disagreement and then moving on to more acceptable areas.<sup>301</sup> The major point was to avoid freezing positions in the early stages of bargaining so that a general pattern of agreement might be established at the table. A second way to avoid an impasse was to tie unpalatable proposals to proposals which teachers wanted very badly, thereby making refusal more difficult.

As a rule, when considerable publicity was accorded a position during collective bargaining, it became more difficult to persuade a party to modify its position. The best policy was to make it as easy as possible for the parties to reach agreement.

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<sup>300</sup>Lieberman, "What to Do When the Talks Break Down," p. 26.

<sup>301</sup>Lieberman and Moskow, Collective Negotiations for Teachers, p. 316.

Strategy of mediation. The primary functions of good mediators were to clarify issues and channel communications. They moved back and forth between the parties until they were confident that their recommendations would be accepted by the parties.

Lieberman and Moskow suggested that:

(1) the parties should decide who will mediate and what his role will be; (2) mediators should never be called as long as there is a possibility of continued negotiations; (3) the mediator should be thoroughly knowledgeable about mediation; (4) both parties must have confidence in the mediator; (5) mediation should be requested by both parties, but this is not always possible; and (6) mediation should be conducted privately.<sup>302</sup>

When sessions were open to the public, teams were reluctant to divulge their true positions and motivations. Therefore, mediation was most effective in executive sessions; the mediator would meet with the parties first in separate meetings and later in joint sessions.

Strategy of fact finding. The majority of public employees were prohibited from striking and, therefore, resorted to neutral third parties in an effort to gain more favorable settlements in collective bargaining.<sup>303</sup> Most state laws on the subject called for extensive use of mediation and fact finding to insure fair treatment for public employees.

According to Beckel, the fact finder determined his strategy by examining the data presented by the parties on each issue as follows:

(1) Impact on the educational program. (2) Equity. (3) Practicality. (4) Comparative

<sup>302</sup>Lieberman and Moskow, Collective Negotiations for Teachers, pp. 315-16.

<sup>303</sup>Lieberman, "What to Expect in Fact Finding," p. 6.

standards. (5) Future implications. (6) Ability to pay. (7) Compromise.<sup>304</sup>

Situations in a school district where fact finding may be helpful were:

(1) When militant teachers insist on unrealistic demands. (2) When a school board refuses to make a realistic offer. (3) When teacher leadership needs help in convincing union membership that they have a fair agreement. (4) When school administrators need help in convincing the board that they have a fair agreement. (5) When citizens will not believe that a board needs additional funds to pay competitive teacher salaries.<sup>305</sup>

Fact finders made recommendations, primarily, on the basis of the information submitted by the parties, so it was good strategy to prepare carefully and never permit damaging assertions to go unchallenged.<sup>306</sup>

On occasion, when concessions were not made at the table out of fear, they would be added by the fact finder to the parties' final offers. Usually, either both parties held back, or neither did.<sup>307</sup> In other words, if one group believed the other was holding something back, the other was more likely to do so itself.

To eliminate the problem of a lack of experience among fact finders, the creation of permanent fact finding panels for local school districts was recommended with experienced individuals available to handle all cases. University professors, lawyers, economists,

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<sup>304</sup>Robert R. Bickel, "Facts About Fact Finding," New York State Education 86 (January 1969): 12.

<sup>305</sup>Rounell, Jr., "Fact Finding Can Unblock Bargaining Impasse," pp. 77-78.

<sup>306</sup>Lieberman, "Negotiating With Teachers," p. 28.

<sup>307</sup>Lieberman, "What to Expect in Fact Finding," p. 6.

and perhaps lay citizens were potential members, and selection was a joint process involving the school board and teacher organizations.<sup>308</sup>

Fact finders should be required to prepare a written report which should include the issues in question, findings of facts and conclusions, recommendations for settlement of the dispute, and reasoning behind the decision. The report should be clear and concise, no more than five to ten pages in length, and be made public if the parties do not accept the decision.<sup>309</sup>

Administrative strategies for arbitration. The contract administrator for the board determined if the issues at hand should be settled within the district or be reviewed by a third party under binding arbitration. Specific criteria which the administrator had to consider included the following:

(A) review the initial statement of the grievance and its history at each level with the time limit of the step before the final decision had to be made; (B) determine if the statement of grievance went to grievance precisely the same as the original statement; and (C) examine differences carefully as they provided important clues to the merits of the grievance.<sup>310</sup>

If the grievance could not be sustained upon the basis of the original submission, the administrator must make sure the teacher organization was not relying upon a clause in the contract different from the one originally relied upon.

Experienced negotiators did not overlook any argument that the teacher organization might use even if it had overlooked the argument

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<sup>308</sup> Staudohar, "Fact Finding for Settlement of Teacher Labor Disputes," p. 425.

<sup>309</sup> Ibid., p. 424.

<sup>310</sup> Lieberman, "Arbitration--To Go or Not to Go," p. 11.

on preceding occasions. If an adverse decision posed risks that could be avoided by an acceptable concession by management, concession could be made, but pointed out in writing that the board's action was not to be construed as a precedent.<sup>311</sup>

Management should avoid giving the impression that it will act positively on grievances only if a contract violation is involved or if considerable pressure is brought to bear on it. Each grievance should be reviewed on its merits and approved if considered good for education, even though not sustainable under the contract.<sup>312</sup>

#### Arbitration Strategy

Administrative negotiators should study other arbitration awards before deciding to go to arbitration and review those awards for case support. The American Arbitration Association and the Bureau of National Affairs have published arbitration awards of a systematic basis with indexes. "Arbitration in the Schools," prepared by the American Arbitration Association, has been devoted exclusively to arbitration awards in education.<sup>313</sup>

Lieberman suggested that there was not much general support for arbitration because:

- (1) Reliance upon third party arbitration weakens the incentive to agree at the bargaining table.
- (2) Arbitration tends to weaken the status of local school boards - a third party would be replacing responsible public officials in making crucial decisions of public policy.
- (3) There is normally no way for an arbitrator to enforce his decision - how can an arbitrator force a school board to spend

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<sup>311</sup>Ibid., p. 34.

<sup>312</sup>Ibid.

<sup>313</sup>Lieberman, "What to Do When the Talks Break Down," p. 28.

more than the board is willing to spend? - Boards are not likely to delegate such authority to arbitrators nor are legislatures likely to give it to them.<sup>314</sup>

Since it has not been to the teachers' advantage to reach an agreement before the deadline, an inherent tendency has been toward impasse in negotiations.<sup>315</sup> Waiting and going to arbitration appeared to be more profitable. However, if the parties miscalculated on what was to be gained by waiting, they had an impasse.

Johnson and Pruitt identified a contradicting strategy:

Negotiators faced with a binding decision from a third party behaved in a more conciliatory fashion and were more likely to reach agreement than those faced with a non-binding decision. This was particularly true for the union negotiators.<sup>316</sup>

#### Should the Strike Be Used as a Labor Weapon in Public Education?

##### Strike Issues

Prior to the 1970s, teacher strikes were universally regarded as illegal, even in the absence of any statutory prohibitions of them.<sup>317</sup> The general assumption was that teacher strikes endangered public health or safety. In 1967, statutes in fifteen states prohibited some public employees from striking, and no statute gave the teachers the right to

<sup>314</sup>Ibid.

<sup>315</sup>Ibid., p. 26.

<sup>316</sup>Douglas F. Johnson and Dean G. Pruitt, "Preintervention Effects of Mediation Versus Arbitration," Journal of Applied Psychology 56 (February 1972): 1.

<sup>317</sup>Lietberman, "Negotiations: Past, Present and Future," p. 19.



strike.<sup>318</sup> The judicial view was that public employees did not have the right to strike.

Through the 1960s, when a board of education sought a court order to enjoin teachers from participating in a work stoppage, the principle of "board infallibility" was recognized by the courts. Courts issued injunctions when sought by boards of education in all cases which dealt with work stoppages, regardless of the conduct or efforts of the board in the negotiating process.<sup>319</sup>

The fact that courts viewed teachers strikes as illegal did not prevent teachers from striking. In September 1967, more than 1.5 million children were deprived of the opportunity to start school because their teachers were on strike.<sup>320</sup>

When teachers were unhappy with the way bargaining was being conducted, they tried a "sword rattling" show to get maximum publicity and intimidate the board. Informational picketing was the first stage. It was carried on during non-school hours. A variety of slowdowns followed which included:

- (A) teachers arriving and leaving exactly at their appointed times; (B) boycotting extracurricular activities; (C) not serving as inschool substitutes; and (D) not completing administrative reports.<sup>321</sup>

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<sup>318</sup>"School Administrators View Professional Negotiations," Illinois Education 55 (January 1967): 198.

<sup>319</sup>Morris D. Andrews and Robert D. Burgess, "Current Status of Professional Negotiations," Illinois Education 32 (February 1970): 251.

<sup>320</sup>E. Riley Casey, "Legal Problems of Negotiations," The School Board Journal 155 (November 1967): 18.

<sup>321</sup>Thomas F. Koerner and Clyde Parker, "What to Do When the Bargaining Goes Sour," The School Board Journal 157 (August 1969): 21.

When these strategies did not work, teachers abandoned the table in favor of labor's ultimate weapon, the strike.

Teacher strikes have occurred all over the United States; but seven states, California, Illinois, Michigan, New Jersey, New York, Ohio, and Pennsylvania, accounted for 74 percent of all the strikes during the decade of 1960 through 1970.<sup>322</sup> There were six statewide strikes in Florida, Indiana, Pennsylvania, and Utah; and two in Kentucky.

Teacher strikes, which numbered only three during the 1960-61 school year, rose to 180 during the 1969-70 school year and totaled 500 for the 10-year period. More than 500,000 teachers participated in the decade's strike activity and more than 5 million man-days of instruction were involved. Nearly half of the strikes took place in September and May. During the 10 years, 33 states and the District of Columbia experienced at least one teacher strike.<sup>323</sup>

Of the strikes, the majority was conducted by organized teacher groups, two-thirds affiliated with the National Education Association, and just over one-fourth affiliated with the American Federation of Teachers. NEA affiliates called 331 strikes and AFT affiliates called 135.<sup>324</sup>

School boards, administrators, and teachers did not behave well in these situations. Without disparaging the great number of school districts which were conscientiously and wisely settling their differences amicably without fanfare, the overall picture was not encouraging. According to Mynn:

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<sup>322</sup>NEA Research Bulletin 43 (October 1970): 71.

<sup>323</sup>Ibid., p. 69.

<sup>324</sup>Ibid.

In the 1967-68 school year, 163,000 public school teachers (about eight percent of the nation's total) in 114 school districts in 21 states were engaged in some kind of work stoppage for an average of eight days and a total of 1.5 million man days.<sup>325</sup>

From 1965 through 1970, except 1966, the NEA Research Division's Teacher Opinion Poll included a question on attitude toward strikes. The results indicated a rise in teacher acceptance of strikes.

The total percentage of teachers who approved of strikes under some or any circumstances, in 1970, was 73 percent, an increase of nearly 20 percentage points since the first poll was taken. Of the teachers approving strikes, 10 percent now believe that teachers should have the same right to strike as do employees in other occupations; 63 percent believe that teachers should strike, but only under extreme conditions and the remaining 6 percent are undecided. Concomitantly, there was a decrease of almost 17 percentage points from the number of teachers in 1954-65 who believed that teachers should never strike.<sup>326</sup>

According to Casey, teachers' unions were not in the mood for any type of amicable discussion. They indicated a willingness to use what force they deemed most suitable to obtain the ends they sought.<sup>327</sup>

Lieberman indicated that:

Teacher strikes showed no signs of diminishing in 1972-73. As of January, 1973, there were 106 strikes in the 1972-73 school years whereas there had been only 89 during the entire 1971-72 school year. Unquestionably, a significant number of strikes in 1972-73 took place in Pennsylvania, which was resolved only after the intervention of a federal official upon request of President Nixon.<sup>328</sup>

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<sup>325</sup>Richard Wynn, "Collective Bargaining," Phi Delta Kappan 51 (April 1970): 415.

<sup>326</sup>NEA Research Bulletin 48 (October 1970): 72.

<sup>327</sup>Casey, "Legal Problems of Negotiations," p. 18.

<sup>328</sup>Lieberman, "Negotiations: Past, Present and Future," p. 18.

The number of teacher strikes increased 63 percent over the previous school year. Figures released by the Research Division of the National Education Association, during the NEA's 1973 convention in Portland, Oregon, indicated that:

More than 75,000 persons and 1.1 million man-days were involved in the strikes. Of the 145 teacher strikes suffered last school year by the nation's school districts, 112 were called by NEA locals, 23 by AFT locals and the remainder by merged NEA-AFT unions.

Teacher strikes were recorded for the first time in Delaware, Hawaii, Kansas and Oregon. For the third successive year, Pennsylvania suffered the largest number of teacher strikes.<sup>329</sup>

According to Hertling and Getz, teacher strikes were caused by:

(A) a lack of school funding; (B) archaic tax structure; (C) NEA/AFT rivalry; (D) militance of teachers; and (E) inadequate legislation governing public employee strikes.<sup>330</sup>

A lack of understanding and sophistication on the part of both teacher groups and school boards contributed directly to many of the strikes which occurred throughout the country.<sup>331</sup>

In 1969, a federal bill introduced to Congress was designed to permit teacher strikes and force collective bargaining in all states.<sup>332</sup> The bill drew strong support from the National Education Association

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<sup>329</sup>"More Strikes," The American School Board Journal 160 (September 1973): 10.

<sup>330</sup>James E. Hertling and Howard G. Getz, "Negotiations: Cure or Cause of Teacher Strikes?" School and Community 56 (April 1970): 23.

<sup>331</sup>Ibid.

<sup>332</sup>M. Chester Rolfe, "New Law Would Legalize Teacher Strikes and Make Collective Bargaining a Must in all States," The American School Board Journal 157 (July 1969): 28.

and the American Federation of Teachers, and opposition from the National School Boards Association. The National School Boards Association suggested that teacher negotiation legislation be left up to the state. The National Education Association suggested that the legislation was designed to reduce the incidence of strikes "by providing alternative means of resolving teacher-school board disputes," such as mediation, fact finding, and arbitration.<sup>333</sup>

The 1970s presented a different picture to boards around the country. Several states enacted legislation, by 1973, which legalized teacher strikes under certain conditions. They were Vermont, Hawaii, Pennsylvania, and Wyoming.<sup>334</sup>

The 1971 Public Employees Collective Bargaining Act, in Minnesota, was amended to grant strike rights to non-essential employees.<sup>335</sup> The right was granted only when an employer refused to submit to binding arbitration or to adhere to a binding award. Oregon's Public Employee Collective Bargaining Act became effective in October 1973.<sup>336</sup> Strikes were permitted when thirty days had elapsed since a fact finder's report, and when at least ten days' prior notice had been given to the employer.

In Pennsylvania, when all dispute settlement procedures had been exhausted and no clear danger or threat to public health, safety, or

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<sup>333</sup>ibid.

<sup>334</sup>Donald C. Kilgras, "Administration as an Adversary Role: Bargaining-Collective Negotiations," Oregon School Study Council Bulletin 8 (April 1973): 21.

<sup>335</sup>Negotiations Research Digest 7 (October 1973): 10.

<sup>336</sup>ibid., p. 11.

welfare was created, a teachers' strike was legal under conditions detailed in the 1970 Public Employee Relations Act.<sup>337</sup>

The courts began to decide the strike issue on the basis of the actual impact of the strike instead of on ideological or legal preconception about it. The outcome was to deny injunctive relief until there was evidence that the strike was causing irreparable damage.

A Colorado District Court Judge refused to issue a restraining order against striking teachers, maintaining that denial of "that one weapon which they have at their disposal" would reduce them to "second-class citizenry."<sup>338</sup>

The Commonwealth Court of Pennsylvania refused to order the Northern Cambria School District to lengthen the school year and make up instructional days lost during a legal strike staged by the Northern Cambria Education Association.<sup>339</sup>

The teachers struck for thirty days and demanded that the days be added to the calendar in order that they would not lose thirty days' pay.

Since teachers were under annual contracts and state laws required that schools be open a certain number of days per year, striking teachers have not suffered the same economic losses as have strikers in other industries.<sup>340</sup> Therefore, the strike has become an attractive weapon for teachers. They had recourse to legislatures which are always sensitive to pressure. Teachers were spared the effects of lockouts because laws obligated school boards to keep schools open.

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<sup>337</sup>Negotiations Research Digest 7 (November 1973): 5.

<sup>338</sup>Negotiations Research Digest 7 (February 1974): 11.

<sup>339</sup>*Ibid.*, p. 5.

<sup>340</sup>Harold V. Mabb, "The Case for Keeping the Federal Government Out of Board-Teacher Negotiations," The American School Board Journal 159 (July 1972): 20.

The victims, in the case of a strike by teachers, were school children and their parents. Ironically, federal legislation would permit teachers to strike in order to bargain or to protect their own education policy prerogatives.<sup>341</sup> The board's only option was to cut back on educational services. Since the general public wanted its children in school, and board members were closer and more responsible to public pressure, boards were extremely vulnerable to striking teachers.<sup>342</sup>

### Strike Strategy in Education

Teacher strikes tended to be successful in the 1960s, partly because they were so unexpected and school districts did not know how to handle them. By 1973, there was less tendency to make concessions merely as a result of a strike or strike threat.

Meticulous planning by the administration was an often-mentioned strategy to prepare for strikes. Koerner and Parker pointed out that boards had to plan carefully in the event of the possibility of a strike.

A letter, signed either by the board president or the superintendent, should be prepared for distribution by registered mail to every teacher in the system. It should outline the law, the teachers' responsibility to the children and the community, and what the board will do with absent teachers; and, above all, it should never bluff. Put nothing into writing that you don't intend to carry out.<sup>343</sup>

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<sup>341</sup>Ibid.

<sup>342</sup>Ibid.

<sup>343</sup>Koerner and Parker, "What to Do When the Bargaining Goes Sour," p. 22.

Koerner and Parker suggested that the letter had to be specific, indicating whether sick call would be accepted or not.<sup>344</sup>

When employers paid for strikes, strikes reoccurred. The superintendents had the responsibility to determine whether staff members were available to operate the schools if a strike occurred. The principals' role was checking the availability of substitutes and determining if other employees would cross the picket lines. Effective superintendents advised parents of the procedures to follow in case of a strike. At the same time, they were careful not to give in to unreasonable community pressure groups teachers may have enlisted to support their demands. Even if strikes against school districts were defensible, there should be some provision permitting the school board to call upon qualified members of the community to take over classes until the dispute is resolved. According to Webb, illegal strikes could be punishable by:

(a) forfeiture of the striking organization's status as bargaining agent along with its dues checkoff privileges; (b) imposition of fines; and, (c) teacher suspension, loss of tenure, personal monetary damages and, where indicated, the full penalty of the law, including appropriate punishment.<sup>345</sup>

Teachers have taken up labor's ultimate weapon, the strike. But, school boards have not utilized management's retaliatory weapon, the lockout.<sup>346</sup>

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<sup>344</sup>Ibid.

<sup>345</sup>Webb, "The Case for Keeping the Federal Government Out of Board-Teacher Negotiations," p. 20.

<sup>346</sup>E. M. Hickey, "Your Teachers Striking? Here Are Reasons for Responding With a Lockout," The American School Board Journal 158 (January 1971): 31.



In dealing with teacher strikes, the strategy throughout the country has been to keep the schools open. The principal arbiter and source of pressure in any strike has been the public, and the school board has had to assure itself that its position on the strike issue was defensible.

Hickey suggested eleven advantages for "lockout" strategy for management:

- (1) a lockout can avoid the issue of turning teacher against teacher by obviating the need for teachers to "take sides" as strikers or non-strikers; (2) a lockout can generate internal pressure by teachers upon their own leadership to move quickly to settlement; (3) a lockout can minimize the negative effect of a strike on student attitudes; (4) a lockout can permit the focusing of a district's resources on resolution of the dispute; (5) a lockout can discourage use of any means other than negotiations to reach accord; (6) a lockout can force public concern for the central issues of the dispute, resulting in pressure to reach agreement; (7) a lockout can eliminate the undesirable aspects of what is learned in a classroom during a strike; (8) a lockout can minimize the possibility of violence and property damage; (9) a lockout shifts, to a large extent, the responsibility for security onto civil authorities; (10) a lockout forces representatives of the public media to obtain relevant facts from the central public information officer; and, (11) a lockout can strengthen the board's bargaining position.<sup>347</sup>

Legislatures throughout the nation have contributed to teacher strikes by confining negotiations to brief periods during the year with automatic strike provisions. Industry changed from a confrontation collective bargaining model to an integrative approach where both parties sit down together to determine common problems.<sup>348</sup> Under

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<sup>347</sup> Ibid.

<sup>348</sup> Hertling and Getz, "Negotiations: Cure or Cause of Teacher Strikes?" p. 23.

this arrangement, negotiations have occurred throughout the year as an on-going process.

School boards, like other public employers, have been more restricted than private employers in the kinds of concessions they could legally make to an employee organization.<sup>349</sup> Many of the limitations were based on the 14th Amendment to the U.S. Constitution, which prohibited states from denying any person the equal protection of the laws. Boards were unable to pick and choose among illegally striking teachers, the one who should be retained and those who should be dismissed. The public employer was obliged to treat all striking employees equally.<sup>350</sup>

The announcement that a strike was settled should be made jointly by the teacher organization and the school board.<sup>351</sup> A joint statement of agreement gave both the school board and the teacher organization an opportunity to "save face" with their respective constituents.

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<sup>349</sup>Myron Lieberman, "The Real Differences Between Public and Private Negotiations," School Management 15 (10) (October 1971): 4-5.

<sup>350</sup>Ibid.

<sup>351</sup>Ibid., p. 5.

## CHAPTER III

### DISCUSSION OF FINDINGS FROM THE LITERATURE ON ISSUES AND STRATEGIES

A review of the literature on collective bargaining in education between 1965 and 1974 revealed ten issues which surfaced repeatedly during that period. Those issues were:

1. What strategy should the school board adopt in determining its role in collective bargaining?
2. What strategy should the superintendent adopt in collective bargaining?
3. What strategy should the principal adopt in collective bargaining?
4. What strategy should be used in determining the school board's table bargaining team?
5. What strategy should be used to get the necessary proposals to the bargaining table?
6. What strategy should be used to determine the scope of collective bargaining?
7. What strategy should be used for curriculum and instruction in collective bargaining?
8. What strategy should be used for dealing with compulsory unionism in educational collective bargaining?
9. What strategy should be used by the school system in resolving an impasse?

10. What strategy should be used by the school board in dealing with strikes in collective bargaining?

What Strategy Should the School Board Adopt in  
Determining its Role in Collective Bargaining?

Traditionally, school boards have exercised complete authority in making decisions regarding education. They lost some of their flexibility and the right to make unilateral decisions when they entered into collective bargaining with teachers.

In the middle '60s, many board members were conducting collective bargaining, but the practice had declined considerably since that period. Participation required excessive time, some expertise in the collective bargaining process, and loss of the right to refuse to ratify the contract.

By 1974, the strategy for school boards was fairly consistent. Boards in large districts had moved away from the bargaining table. However, there were still some small and medium-sized districts where boards were conducting collective bargaining. Two of the challenges confronting the board were to insure that bargaining was conducted by competent personnel and to establish guidelines and limits for the bargaining team and give the team authority to act within those limits.

Good communications were identified as an absolute necessity during the bargaining process. The board had to insure that communications were adequate to maintain board authority on the one hand and provide for sufficient team authority on the other hand. The board's primary strategy was to provide clear policy guidelines

to the negotiator and superintendent before collective bargaining, follow the course of bargaining closely through the media and bargaining team memos, make policy decisions from alternatives when necessary, and ratify the contract if it was within the limits previously established.

What Strategy Should the Superintendent  
Adopt in Collective Bargaining?

The superintendent's role changed during the period studied from being a neutral advisor to teachers and board, to being chief negotiator for the board, and subsequently to being in a leadership role away from the table for the board. The changes which occurred over the period strained the long standing teacher-superintendent relationship.

District size and the superintendent's length of district service increased or decreased the time period during which the changes in the superintendent's role occurred. In districts under 10,000 pupils, changes in the superintendency were slower in coming. In 1974, some districts still had superintendents who were attempting to play neutral roles in collective bargaining, but the numbers were steadily decreasing. Superintendents with more than five years' service within a district exhibited greater empathy for teachers and were apt to agree with collective bargaining as a process.

The superintendent had five strategies from which to choose. They were (1) non-participant, where he served as a communication link for both teachers and boards but did not advise or negotiate for either party; (2) negotiator for the teachers; (3) advisor to

the teachers; (4) advisor to the board; and (5) negotiator for the board.

Literature findings suggested that the ambivalence of the superintendent's role would result in a shift in the direction of agent for the board. He would no longer be "the professional educator and instructional leader" in the district.

#### What Strategy Should the Principal Adopt in Collective Bargaining?

The status of the principalship has been one of the most controversial areas in public school collective bargaining. The principalship has been through an evolutionary process of three distinct stages. He was ignored by teachers and boards in the first stage, included in teacher bargaining units in the second stage, and either formed his own units or moved to the management team in the third stage. District size, district location, and district history have been important factors in determining direction at the third stage. In many of the larger urban districts in industrialized areas, principals have established bargaining units for themselves. In the smaller suburban and rural districts, principals have slowly moved to the management team. The literature findings suggested that there was still much confusion within the profession on collective bargaining strategies for principals.

One popular and emerging strategy was that the principal was a member of the management team. As a team member, the principal reviewed the present agreement and teacher proposals and advised the superintendent on the implications of proposals as they related to his school. He served on the administrative team as a consultant and implemented the contract after it was signed.

A second strategy was for principals to form their own bargaining units and bargain with boards on terms and conditions of employment. This strategy has been adopted in many large urban school districts.

A third strategy was for principals, supervisors, and other administrators to organize a less formal internal structure and to meet and confer on items of concern. Principals in a "meet and confer" approach generally have confined their concerns to salary and fringe benefits and remained as members of the management team for bargaining with teachers. However, the "meet and confer" approach must not be confused with bargaining. Concerns were discussed and differences settled by the superintendent. There were no impasse procedures connected with "meet and confer."

A fourth strategy was where principals were represented by teacher bargaining units. This practice has been unacceptable to the American Federation of Teachers, and it has been rejected increasingly by the National Education Association. The difficulty has arisen when a teacher has filed a grievance against a principal who was in the same bargaining unit. Which person would the association support, the teacher or principal?

#### Who Should Be Included on the Board's Table Bargaining Team?

The board team makeup has changed over the years in both types of people and numbers. At first, whole boards or board members were involved in bargaining. As boards became aware of the complexities and time demands of bargaining, they involved the superintendent and he then involved staff specialists or outside negotiators. Teams

have changed in size from large bargaining teams to either small groups or a single spokesman. Literature strategies ranged from full board participation, through district employee participation, to outside expert participation.

The first strategy suggested was that boards or board committees conduct collective bargaining. The problems with board teams were many. Bargaining was time consuming, statements made by single members were not binding on the board, and board members could not refuse to ratify an agreement they had just approved at the table.

The second strategy available to the board for selecting a bargaining team was to select the team from the school system's administrative staff. This strategy was difficult for small systems with limited administrative staffs.

The third strategy was that school boards should select a bargaining team of professional negotiators. Advantages of that practice were (1) bargaining was time consuming; (2) professional negotiators were knowledgeable about bargaining; and (3) the board retained final authority. Disadvantages were (1) outside negotiators were expensive; (2) they did not have a knowledge of the school system; and (3) hiring outside negotiators removed the need for in-district training of negotiators.

#### What Strategy Should Be Used to Get the Necessary Proposals to the Bargaining Table?

In the literature, preparation for bargaining was emphasized. If a team prepared thoroughly, its chances for success were greater. Appropriate preparation for the board's team included the development



of a healthy climate of relationships between two individuals, the one responsible for collective bargaining for the board and the superintendent's staff and the one responsible for bargaining for the classroom teachers' association. That relationship can only be developed over a period of time when tests of credibility have been met and passed. Needed data included costs or savings of proposed changes; the board's ability to pay; national, regional, and local economic conditions; agreements recently negotiated in comparable districts; and working conditions in the school district.

After a set of proposals has been prepared by the board's team, superintendent, and administrative staff working together, these proposals along with district, state, and national economic data should be presented to the board. The superintendent and chief negotiator should make the presentation to the board. It may take one meeting or several, but before bargaining can begin, the board must establish guidelines and limits.

Following the establishment of guidelines and limits by the board, how do the proposals get to the bargaining table to be considered by the teams? Several strategies were advanced in the literature. No set pattern was found, for each was a product of a particular relationship.

One strategy that was routinely followed in many school systems over the United States in 1974 was that the employee organization presented its proposals; then, the board accepted those proposals and prepared counterproposals from them.

A second strategy was for both teams to exchange proposals during the first meeting. This approach was occurring more often in

educational collective bargaining where costs had to be reduced or held down.

A third strategy was for the board to present its entire "true" package at the beginning of bargaining and not to move from that point unless its facts could be disproven. This approach has never won popular support and many have charged that it was the antithesis of collective bargaining.

#### What Strategy Should Be Used to Determine the Scope of Collective Bargaining?

The issue of what can, should, or must be bargained about has been one of the major problems in both private sector and educational collective bargaining. The scope has continued to expand in the private sector and there is every indication that it will continue to do so in the public sector.

The basic question is what topics should be subject to negotiation and what subjects should be decided by some other mechanism. Boards have wanted a narrow scope and employee groups a broad scope. In 1968, the strategy was that textbook selection, class size, student suspension, determination of the length of day, and appointment of curriculum committees were considered management prerogatives. As a result, many boards refused to negotiate those areas.

Another strategy suggested by the literature was that the right to assign work must never be negotiated away. That right was carefully guarded by management in the private sector and many have suggested that it should not be included in the scope of educational bargaining.

The area of personnel evaluation has gained attention in the literature. The strategy for evaluation suggested that the criteria

for personnel evaluation were negotiable, but management had to interpret and apply these criteria.

Increasingly, contracts have provided for teacher organization involvement in curricular, textbook, and educational policy decision-making. Organization representatives have been given the right to confer on such matters with board and administrative personnel during the term of the contract away from the table.

Another suggested strategy was to limit discussions at the table to such items as salaries and basic conditions of employment and develop year-round study committees of teachers and administrators. These committees could study curriculum, textbooks, and teaching techniques away from the adversary position of the bargaining table.

#### What Strategy Should Be Used for Curriculum and Instruction in Collective Bargaining?

In the early and middle sixties, little attention was given to the curriculum and instruction issue. Teacher groups were more concerned with gaining basic bargaining rights during that time. When groups became relatively secure with bargaining rights, they began to look for a way to broaden collective bargaining. Curriculum and instruction were legitimate areas for bargaining according to the National Education Association and the American Federation of Teachers.

One strategy suggested strongly by the literature was that curriculum and instruction not be bargained at the table. Procedures to insure staff participation were legitimate subjects for collective bargaining. The procedures ranged from joint teacher-administrator committees to develop policy on matters of common concern to committees when specific responsibility was curriculum decision-making.

Another strategy was that curriculum review committees should be established through collective bargaining to review instruction away from the adversary setting of collective bargaining. Expertise in curriculum and instruction has been notably absent at the bargaining table.

A number of contracts have included provisions for specific individuals to be responsible for directing curriculum development, designating participants, determining the frequency of meetings, fixing compensation for participants, and implementing curriculum change. The major emphasis was upon teacher involvement in curriculum decisions.

The role of collective bargaining changed curriculum and instruction from a unilateral exercise to a bilateral exercise. The approach used most often for curriculum improvement has been to form curriculum and educational development councils, joint committees, and professional study committees.

What Strategy Should Be Used for Dealing With  
Compulsory Unionism in Educational  
Collective Bargaining?

The three major forms of compulsory unionism in education in 1974 were agency shop, union shop, and maintenance of membership. Agency shop required a monthly service fee, but did not require union membership. Union shop required union membership within a specified time period after employment. Maintenance of membership did not require union membership, but did require individuals who joined to remain during the life of the contract.

The first approach was a political strategy, for under this strategy boards were to lobby for a "right to work" law.

A second strategy was to develop contract language that precluded all forms of compulsory unionism. The clause should guarantee all employees the right to join a union or refrain from joining a union without fear of penalty or reprisal.

#### What Strategy Should Be Used by the School System in Resolving an Impasse?

There were times, despite good faith efforts to arrive at agreements to common problems, when persistent disagreements could not be resolved by the parties in the collective bargaining process. When that occurred, the teams were at an impasse. Impasse resolution generally passed through three stages as follows: (1) the conciliatory mediation stage, (2) the fact finding stage, and (3) the arbitration stage. Arbitration may be advisory or binding, depending on the state law.

#### Mediation

The purposes of mediation were to clarify issues and channel communications; the literature suggested avoiding mediation as long as there was a possibility of continued bargaining. The strategy was to meet with parties first in separate meetings and later in joint sessions. Writers were in general agreement that mediation should be conducted in executive sessions.

#### Fact Finding

Since fact finders make decisions based on the information submitted by the parties, the board strategy must be to insure that

preparation is carefully made. Damaging assertions must not go unchallenged.

Another strategy suggested was to create permanent fact finding panels for local school districts to eliminate a lack of experience among fact finders. Fact finders should be required to prepare a written report which includes the issues in question, findings of facts and conclusions, recommendations for settlement of the dispute, and reasoning behind the decision. The report should be made public if the parties do not accept the recommendations.

#### Arbitration

One strategy recommended by the literature was to study other arbitration awards on the issue before deciding on arbitration. Arbitration has not been popular with boards because (1) reliance on arbitration weakens the incentive to agree at the table; (2) it weakens the status of local boards; and (3) there is generally no way for an arbitrator to enforce his decisions.

#### What Strategy Should Be Used by the School Board in Dealing with Strikes?

Prior to the 1970s, teacher strikes were regarded as illegal. The feeling was that teacher strikes endangered public health or safety and the courts felt that public employees did not have the right to strike. Injunctions were issued upon board request regardless of the conduct of the board.

However, teachers engaged in many work stoppages during the period between 1965 and 1970 and there were six statewide strikes. Teacher groups were not in the mood for amicable discussions and they

were willing to use whatever force necessary to gain their ends. Strikes were successful because boards did not know what strategies to use to combat them.

The strategy mentioned most often in the literature for boards was meticulous planning by the administration. That planning included mailing a registered letter to each teacher in the system outlining the law, the teacher's responsibility to the children and the community, and the action that the board will take against absent teachers.

A second strategy was to keep schools open to keep pressure on the teacher group. The board should have a plan for calling upon qualified members of the community to take over classes until the dispute is resolved. The source of pressure in the strike was the public, but the board's position had to be defensible.

The lockout was another strategy mentioned in the literature for dealing with strikes. It had the advantage of avoiding turning teacher against teacher and generated much internal pressure against the teacher leadership to move to settlement.

A fourth strategy suggested in the literature was to work politically with legislatures to remove automatic impasse procedures. This would encourage bargaining teams to go for longer periods of time and perhaps provide more incentive to reach agreement.

## CHAPTER IV

### RESULTS OF ADMINISTRATIVE AND TEACHER NEGOTIATOR SURVEYS

A review of the literature on collective bargaining in education between 1965 and 1974 revealed ten issues which surfaced repeatedly during that period. The writer concluded that the issues which gained more attention in the literature during the period were the most important issues. Those issues were:

1. What strategy should the school board adopt in determining its role in collective bargaining?
2. What strategy should the superintendent adopt in collective bargaining?
3. What strategy should the principal use in collective bargaining?
4. Who should be included on the school board's table bargaining team?
5. What strategy should be used to get the necessary proposals to the bargaining table?
6. What strategy should be used to determine the scope of collective bargaining?
7. What strategy should be used for curriculum and instruction in collective bargaining?
8. What strategy should be used for dealing with compulsory unionism in educational collective bargaining?



9. What strategy should be used by the school system in resolving an impasse?
10. What strategy should be used by the school board in dealing with strikes in collective bargaining?

The writer sent out a survey form (Appendix 1) to each county in the State of Florida to determine if the school system had been involved in collective bargaining, the number of years the district had been involved in collective bargaining, and the names and addresses of the administrative negotiators and the teacher negotiators involved with the school system. A total of sixty-seven survey forms were sent out and fifty-four were returned (Appendix 2). Of the fifty-four returned, twenty-four counties had been involved in collective bargaining, and experience ranged from one to six years. There were nine counties with one year of bargaining experience, four counties with two years of experience, four counties with four years of experience, five counties with five years of experience, and two counties with six years of experience in collective bargaining.

The writer conducted interviews with experienced administrative negotiators and experienced teacher negotiators in six counties with five or more years of collective bargaining experience.

The counties in which experienced administrative negotiators were interviewed included counties with large pupil populations, medium pupil populations, and small pupil populations in Florida. The counties selected were identified as either urban or rural counties, with some counties having large urban-rural areas within their boundaries. (See Table 3.)

TABLE 3

NAMES OF SELECTED COUNTIES, SOCIO-DEMOGRAPHIC  
TYPE, AND 1972-73 ENROLLMENT

Florida County	Type	Enrollment 1972-73
Collier	Rural	13,239
Dade	Urban	261,011
Duval	Urban	121,855
Polk	Urban/Rural	63,841
Sumter	Rural	4,869
Volusia	Urban/Rural	38,681
Total		508,496

Source: Profiles of Florida School Districts, Tallahassee, Florida:  
State Department of Education Publication, March 1974.

Four strategies found in the literature were listed under each issue on the interview guide. Each experienced administrative negotiator and each experienced teacher negotiator were asked to select the strategy believed to be the most beneficial to the school system. Each was also told at the beginning of the interview to feel free to suggest any additional strategies thought to be the most or least beneficial to the school system. After the negotiators made their selections, they were asked why they had chosen a particular strategy to be most beneficial or least beneficial.

Issue Number One

1. What strategy should the school board adopt in determining its role in collective bargaining?
  - A. The school board should select its bargaining team, establish guidelines and limits, and give the team authority to act.

- B. The board should conduct collective bargaining.
- C. The board should assign a board member to the team as an advisor.
- D. The board should assign a board member as chief negotiator.

TABLE 4

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER ONE

Strategies	A	B	C	D	Total
Most Beneficial	6				6
Least Beneficial		6			6

Administrative Responses to Issue One

All of the administrators interviewed selected Strategy "A" from the interview guide as the most beneficial for the school system. They emphasized that the school board should select its bargaining team, establish guidelines and limits, and give the team authority to act.

When asked why the board should adopt that approach, each administrator made some comment about the board not getting involved in table bargaining. According to Wilson, chief negotiator for Polk County, Florida, the board should not get involved because members do not know enough about the school system to negotiate with teachers who understand the system. Administrators selected Strategy "B" under Issue One as the least beneficial to the school system. Strategy "B" suggested that the board should conduct collective bargaining.

TABLE 5

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER ONE

Strategies	A	B	C	D	Total
Most Beneficial	6				6
Least Beneficial		6			6

Teacher Responses to Issue One

The teacher negotiators selected the same strategies for the board's role in collective bargaining as had the administrative negotiators. The board should select its team, establish guidelines and limits, and give the team authority to act and the board should not conduct collective bargaining.

Phelan, from the Volusia Education Association in Volusia County, Florida, suggested two points relative to board members not being involved in collective bargaining. Board members with authority to ratify should not be involved in table bargaining. Another point was that board members at the table could not forget that they were politicians. They looked for opportunities to bring the press into the situation and made negotiations more public than it should have been.

Exley, President of the Duval Florida Teachers United, suggested that the board "did not understand district procedures well enough to sit at the table." He would be happy to negotiate with the board but felt it would be that least beneficial strategy to the school system.

TABLE 6

TOTAL RESPONSES TO INTERVIEWS  
TO ISSUE NUMBER ONE

Strategies	A	B	C	D	Total
Most Beneficial	12				12
Least Beneficial		12			12

Summary of Responses to Issue Number One

Both groups surveyed selected Strategy "A" as the board role most beneficial to the school system. Experienced administrative and experienced teacher negotiators in Florida responded that boards should select the bargaining team, establish guidelines and limits, and give the team authority to act.

Experienced administrative negotiators and experienced teacher negotiators in the counties represented indicated that it would be least beneficial for school systems if boards adopted the strategy of bargaining at the table. This feeling was unanimous among the administrators and teachers interviewed.

Issue Number Two

2. What strategy should the superintendent adopt in collective bargaining?

A. The superintendent should act as a liaison between both teacher and board teams offering advice and direction to both.

- B. The superintendent should work as executive officer to the board working closely with and providing direction to the board's team.
- C. The superintendent should act as chief negotiator for the board's team.
- D. The superintendent should be completely removed from collective bargaining to preserve his leadership role to both the board and the teachers by assuming a neutral posture.

TABLE 7

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER TWO

Strategies	A	B	C	D	Total
Most Beneficial		6			6
Least Beneficial	4		2		6

Administrative Responses to Issue Two

Issue number two focused on the role of the superintendent in collective bargaining. All of the administrators selected "B" as the strategy which would be most beneficial to the school system. The strategy was that the superintendent should work as executive officer to the board and provide direction to the board's team.

Sang, Associate Superintendent for Personnel and chief negotiator for the Duval County School Board in Jacksonville, Florida, indicated that the superintendent was the executive officer for the school board

and he could not act as a labor advisor for teacher groups. O'Brien, Assistant Superintendent for Employee Relations and chief negotiator for the Dade County School Board in Miami, Florida, suggested that when superintendents assume the role of negotiator, the focus of bargaining is switched to "political grievances and posturing against the chief executive officer."

The experienced administrative negotiators did not agree on the least beneficial strategy for the school system. Four members felt it would be least beneficial for the superintendent to act as a liaison between the board and teacher teams and two felt it would be least beneficial to the system to place the superintendent in the chief negotiator role.

Decisions were made prematurely when the superintendent was involved as chief negotiator according to McDermott, Assistant Superintendent for Personnel and Services and chief negotiator in Volusia County, Florida. According to Wilson, Associate Superintendent for Employee Relations, Polk County, Florida, the superintendent cannot act in a liaison capacity between teacher and board teams, for he "cannot be on both sides of the fence at once. . . . The teachers placed themselves on the other side of the fence and Florida Statute 47.100 clearly places the superintendent with the board."

#### Teacher Responses to Issue Two

Issue number two dealt with the role of the superintendent in collective bargaining. Three experienced teacher negotiators interviewed agreed with the administrative negotiators on the most beneficial strategy--the superintendent should work as executive officer

to the board working closely with and providing direction to the board's team. Two other teacher negotiators selected the strategy that had the superintendent acting as liaison between both teacher and board teams and offering advice and direction to both. One experienced teacher negotiator suggested that the superintendent should act as chief negotiator for the board's team.

TABLE 8

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER TWO

Strategies	A	B	C	D	Total
Most Beneficial	2	3	1		6
Least Beneficial	1		2	3	6

Tornillo suggested that the superintendent should be deeply involved in the bargaining process as a part of the management team from an "input or directive point of view." He said:

The superintendent is not a friend of the teachers; he is a part of management. This is not a game, but a very serious business. This may be difficult for the average superintendent to accept. I am the teacher leader in Dade County, not Dr. Whigham [current superintendent].<sup>1</sup>

A past superintendent in Volusia County, Florida, was chief negotiator for the board's team. Prior to being elected superintendent,

<sup>1</sup>Pat Tornillo, Executive Vice-President, United Teachers of Dade County, Florida. Tape interview, March 23, 1975, Tampa, Florida.



he had been President of the Volusia Education Association. The Volusia teacher negotiator felt relations were better when the superintendent acted as chief negotiator. Phelan said negotiations were "most successful when the superintendent was chief negotiator."

Phelan complained that the board's team must now "check regularly with the superintendent before making decisions." This caused the Volusia Education Association to lose confidence in the board's team.

The least beneficial strategy selected by three experienced teacher negotiators was that the superintendent should be completely removed from collective bargaining to preserve his leadership role to both the board and the teachers. Two suggested that the least beneficial strategy was when the superintendent acted as chief negotiator and one experienced teacher negotiator indicated that the least beneficial strategy was the situation where the superintendent acted as a liaison between teacher and board teams.

TABLE 9

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER TWO

Strategies	A	B	C	D	Total
Most Beneficial	2	9	1		12
Least Beneficial	5		4	3	12

### Summary of Responses to Issue Number Two

Nine out of twelve experienced administrative and teacher negotiators selected "B" as the most beneficial strategy for the school system. Strategy "B" suggested that the superintendent function as executive officer to the board and provide direction to the board's team. Two thought the superintendent should act as liaison between the board and teacher teams and one suggested that the superintendent should act as chief negotiator.

The thinking of the experts was not as clear under the least beneficial category. Five felt it would be the least beneficial for the school system if the superintendent acted in a liaison capacity between the teacher and board teams. Four experienced negotiators contended that the least beneficial strategy for the school system would be where the superintendent was chief negotiator. Three experienced negotiators indicated the least beneficial strategy was where the superintendent was completely removed from collective bargaining to preserve his leadership role to both the board and the teacher groups.

### Issue Number Three

3. What strategy should the principal use in collective bargaining?
  - A. The principal should not get involved in collective bargaining since he must work closely with the superintendent and teachers at the same time.
  - B. The principal should align himself with the board's team as an arm of management and sit with that team in an advisory capacity.

- C. The principal should organize his own bargaining unit and bargain with the board.
- D. The principal should be actively involved in the organizations which are bargaining with boards to guard his place as an instructional leader.

TABLE 10

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER THREE

Strategies	A	B	C	D	Total
Most Beneficial		6			6
Least Beneficial	3			3	6

Administrative Responses to Issue Three

Issue number three related to the role of the principal in collective bargaining. All of the experienced administrative negotiators suggested that the principal should align himself with the board's team as an arm of management and sit with that team in an advisory capacity. The experienced administrative negotiators were evenly divided on the least beneficial strategies. Half selected Strategy "A" and half selected Strategy "D". Strategy "A" was that the principal should not get involved in collective bargaining and Strategy "D" was that he should be actively involved with organizations which are bargaining in order to guard his place as an instructional leader.

According to O'Brien in Dade County, Florida, the strategy for the principal is directly related to the size of the district.

The size of the district changes the principal's function and the way he is perceived. In a small district, the principal is perceived as a major administrative officer. In a large county, they are not perceived as major administrative officers as there are other senior administrative officials.<sup>2</sup>

Wilson, from Polk County, Florida, stated that the principal would have to police the agreement and, therefore, should be an arm of management and should not involve himself actively in opposition to management. Edwards, in Sumter County, Florida, suggested that the principal had to align himself with management because of his role in the grievance procedure.

TABLE 11

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER THREE

Strategies	A	B	C	D	Total
Most Beneficial	1	1	4		6
Least Beneficial	1	4		1	6

Teacher Responses to Issue Three

Four experienced teacher negotiators suggested that the principal should form his own bargaining team. A single experienced teacher

<sup>2</sup>Gavin O'Brien, Assistant Superintendent for Legislation and Employee Relations, Dade County, Florida. Taped interview, April 10, 1975, Tampa, Florida.

negotiator suggested that the principal align himself with management and be a member of the management team as an advisor. The other experienced teacher negotiator suggested that the principal should not get involved with collective bargaining since he must work closely with the superintendent and teacher teams at the same time.

Four experienced teacher negotiators suggested that the least beneficial strategy for the school system was for the principal to align himself with the board and sit with the board's team in an advisory capacity. Phelan, a teacher negotiator in Volusia County, Florida, said principals should not be on the board's team because that forces an adversary relationship that is "more psychological than actual." In the delicate balance of things, the "cooperative model" should be stressed. Mercer, the Polk County Education Association negotiator in Polk County, Florida, echoed the same thought. "Putting principals on the team automatically increases the risk of strained relations between the board and teachers."

Tornillo, of the Dade Teachers United, suggested that if middle management people decide to bargain, "they are going to be in conflict with top management more often than if they are an arm of management." They will have to bargain their special interests "which may be in conflict with teacher groups and also top management."

Of the other two experienced teacher negotiators, one selected strategies where the principal should not get involved in collective bargaining since he must work with both the superintendent and teachers at the same time and the other chose the opposite strategy where the principal should be actively involved to guard his place as an instructional leader.

TABLE 12

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER THREE

Strategies	A	B	C	D	Total
Most Beneficial	1	7	4		12
Least Beneficial	4	4		4	12

Summary of Responses to Issue Three

Issue number three dealt with the role of the principal in collective bargaining in public education. A majority of experts selected the strategy where the principal aligns himself with the board's team as an arm of management and sits with that team in an advisory capacity as the most beneficial for the school system. However, there was a clear difference between administrative negotiators' thinking and teacher negotiators' opinions in selecting the most beneficial strategy. A majority of the experienced teacher negotiators thought that it would be more beneficial for the school system if the principal organized his own bargaining unit.

A three-way tie emerged among experienced administrative negotiators and experienced teacher negotiators in selecting the least beneficial strategy for the school system. Four suggested that the principal not get involved in bargaining, four thought that he should get involved on the board's team, and four contended that he should get involved in teacher organizations to guard his place as an instructional leader.

Issue Number Four

4. Who should be included on the school board's table bargaining team?
  - A. The board's table team should include the superintendent, selected staff, and principals.
  - B. The board's table team should include board members and county office personnel.
  - C. The board's table team should include county office personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the county.
  - D. The board's table team should include board members and an attorney who has bargaining experience.

TABLE 13

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER FOUR

Strategies	A	B	C	D	Total
Most Beneficial			6		6
Least Beneficial		1		5	6

Administrative Responses to Issue Four

Issue number four dealt with the individuals who should be included on the board's table bargaining team. The most beneficial

strategy, according to experienced administrative negotiators, was that the board's team should include county office personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the county.

The least beneficial strategy for a school system in determining the board's team would be to select a team of board members and an attorney. Five of the six experienced administrative negotiators opposed that strategy. Another administrator thought that a team composed of the superintendent, selected staff, and principals was least beneficial.

Wilson, administrative negotiator from Polk County, Florida, and O'Brien, administrator from Dade County, Florida, both suggested that the team should not include board members. According to McDermott, administrator from Volusia County, Florida, the board would "give away the store and not be aware of it."

McDermott from Volusia County, Florida, said that the makeup of the team was very important and identified a further caution. If the team is composed of the superintendent and the majority of the very top staff, the distinct possibility exists that the team may make too many concessions too early at the table because they are "used to making district decisions." He further contended that, on the other hand, if an assistant superintendent works with some lower level administrators, the team is less inclined to act prematurely.

#### Teacher Responses to Issue Four

Issue number four was related to the makeup of the board's bargaining team. Four teacher negotiators felt that the board's team



should include county office personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the county. One experienced teacher negotiator felt that the most beneficial strategy for the district was to have the board's team include the superintendent, selected staff, and principals, and another felt the best strategy should be to appoint a team composed of board members and county office personnel.

TABLE 14

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER FOUR

Strategies	A	B	C	D	Total
Most Beneficial	1	1	4		6
Least Beneficial	1	1	2	2	6

Mercer, an experienced teacher negotiator from Polk County, Florida, said that county office personnel "have the expertise and system knowledge to be involved in bargaining, but people who work directly with teachers have no business bargaining against teachers." She said, "There must be a high level of trust in an educational system."

The experienced teacher negotiators did not agree on the least beneficial strategy for selecting the board's bargaining team. Two selected the team of board members and attorney; two selected the team of county office personnel without the superintendent, principals as advisors, and an outside expert if one was necessary. One selected

a team composed of board members and county office personnel and another chose the superintendent, selected staff, and principals as the least beneficial strategy for the school system.

TABLE 15

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER FOUR

Strategies	A	B	C	D	Total
Most Beneficial	1	1	10		12
Least Beneficial	1	2	2	7	12

Summary of Responses to Issue Four

Ten of the twelve experienced administrative and experienced teacher negotiators selected Strategy "C" as the most beneficial for the school system. Strategy "C" was that the board's table team should include county office personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the county.

Seven of the twelve experienced administrative and experienced teacher negotiators selected Strategy "D" as the least beneficial strategy for the school system. That strategy was that the board's table team should include board members and an attorney who has bargaining experience.

Issue Number Five

5. What strategy should be used to get the necessary proposals to the bargaining table?
- A. The teacher team should present a list of proposals to the board's team and the board's team should respond with counter-proposals during bargaining.
  - B. Both teams should exchange proposals at the beginning of collective bargaining.
  - C. Neither team should present a list of proposals to the other at any time. Both should work from the existing agreement.
  - D. The board's team should consult with principals to determine what rules need modification. The teachers' team should consult with a representative body of teachers to determine what changes would be desirable. Both teams then prepare proposals from the recommendations and exchange those proposals.

TABLE 16

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER FIVE

Strategies	A	B	C	D	Total
Most Beneficial	1	1		4	6
Least Beneficial		1	5		6

### Administrative Responses to Issue Five

Four experienced administrative negotiators selected Strategy "D" as the most beneficial for issue number five. Issue number five dealt with the procedure for getting the proposals to the bargaining table and Strategy "D" suggested that both teams meet with the people who make up their groups to determine what changes are desirable. Both teams would then prepare proposals from those recommendations and exchange proposals at the table.

One experienced administrative negotiator selected Strategy "A" which stated that the teachers' team should present a list of proposals to the board's team and the board's team would respond with counterproposals during bargaining. Sang, an experienced administrative negotiator from Duval County, Florida, stated that the board has all the "rights, authority, and responsibility" and, therefore, "does not need to bring in" its own proposals.

McDermott, an experienced administrative negotiator from Volusia County, Florida, only offered "counterproposals in the past", but will change for the 1975-76 school year to "exchanging proposals." He felt that the new Florida Public Employees Relations Act forced him to put his concerns on the table during bargaining in order to have the issue resolved by the local board. His contract had several areas which needed to be changed.

A second experienced administrative negotiator selected Strategy "B" as the most beneficial strategy for the board. That strategy was that both teams should exchange proposals at the beginning of collective bargaining.

Five of six experienced administrative negotiators selected Strategy "C" as the least beneficial to the board for issue five. Strategy "C" was that neither team should present proposals to the other and both would work from an existing agreement.

One experienced administrative negotiator contended that both teams exchanging proposals at the beginning would be least beneficial for the board. O'Brien, an experienced administrative negotiator from Dade County, Florida, suggested that he could modify his counter offers "with little risk of showing his hand" if he was not forced to exchange proposals at the beginning of collective bargaining.

TABLE 17

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER FIVE

Strategies	A	B	C	D	Total
Most Beneficial	2	3		1	6
Least Beneficial			5	1	6

Teacher Responses to Issue Five

Three of six experienced teacher negotiators selected Strategy "B" as the most beneficial for the school system. That strategy was that both teams exchange proposals at the beginning of collective bargaining. According to Phelan, an experienced teacher negotiator in Volusia County, Florida, the teams have increasingly exchanged

packages as the "relationship has matured." The board has found that collective bargaining is not a "threatening thing."

Two experienced teacher negotiators selected Strategy "A" as the most beneficial; the strategy was that the teacher team should present a list of proposals and the board team should offer only counter-proposals. This position was taken by Ezley, an experienced teacher negotiator from Duval County, Florida and Wilson, an experienced teacher negotiator in Sumter County, Florida.

A single experienced teacher negotiator felt that "D" was the most beneficial strategy for the district. That strategy was that teacher and board teams should check with teachers and principals, respectively, prepare proposals from those recommendations and exchange those proposals.

As to the least beneficial strategy for the school system to employ for Issue Five, five out of six experienced teacher negotiators selected Strategy "C". That strategy, if employed, would mean that neither the board team nor the teacher team would present a list of proposals to the other at any time; both teams should work from the existing agreement. One experienced teacher negotiator felt that consultation by the board's team with principals and consultation by the teachers' team with a representative body of teachers, as outlined in Strategy "D", would be the least beneficial to the school system for Issue Five. Strategy "D" suggests that proposals be drawn from recommendations of the two groups and exchanged by both teams.

TABLE 13

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER FIVE

Strategies	A	B	C	D	Total
Most Beneficial	3	4		5	12
Least Beneficial		1	10	1	12

Summary of Responses to Issue Five

Five of the twelve experienced administrative negotiators and experienced teacher negotiators selected Strategy "D" as the most beneficial strategy for the school system for getting proposals to the bargaining table. That strategy suggested that the teams consult with their respective groups, prepare proposals from group recommendations, and exchange those proposals. Four experienced negotiators suggested that the most beneficial strategy for the board was to exchange proposals at the beginning of collective bargaining. Three experienced negotiators suggested that the most beneficial approach was for the teachers' team to present a list of proposals to the board's team with the board's team responding with counterproposals during bargaining.

Ten of the twelve experienced negotiators felt the least beneficial approach was for both teams to work from the existing agreement. One of twelve experienced negotiators felt that "B" was the least beneficial strategy for the school system. That strategy was that both teams exchange proposals at the beginning of collective bargaining. One of the twelve experienced negotiators suggested that

the least beneficial strategy was where the board's team consulted with principals and the teachers' team consulted with teacher representatives to determine what changes were needed. Following this consultation, both teams would prepare proposals from the recommendations and exchange those proposals.

#### Issue Number Six

6. What strategy should be used to determine the scope of collective bargaining?
  - A. The best strategy in determining scope should be to have a narrow interpretation confined to salary and fringe benefits.
  - B. The best strategy in determining scope should be to have a narrow interpretation confined to salary and fringe benefits at the table with a plan for broad and active committee involvement with teachers in all aspects of policy development away from the table.
  - C. The best strategy in determining scope should be to have a strong management's rights clause to establish the position that the board has rights which are non-negotiable.
  - D. The best strategy in determining scope should be to have a broad interpretation of "conditions of employment" with discussions of concerns throughout the year.

#### Administrative Responses to Issue Six

Issue number six was related to the scope of collective bargaining. O'Brien, an experienced administrative negotiator from Dade County, Florida, indicated that the scope will be the major issue for "districts going into bargaining for the first time because it becomes a political issue."



TABLE 19

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER SIX

Strategies	A	B	C	D	Total
Most Beneficial		3	2	1	6
Least Beneficial	1		1	4	6

Three experienced administrative negotiators chose "B" as the most beneficial strategy; this strategy was the selection of a narrow scope confined to salary and fringe benefits at the table with a plan for broad committee involvement in all aspects of policy development away from the table. Edwards, an experienced administrative negotiator from Sumter County, Florida, contended that the scope should be "limited as much as possible."

Though a majority of experienced administrative negotiators selected a narrow strategy, their taped comments reflected a different view. O'Brien, an experienced administrative negotiator from Dade County, Florida, suggested that the use of a broad scope is a "lesser understood strategy of collective bargaining." The process "contains the conflict within the constraints of the collective bargaining procedure." Wilson, an experienced administrative negotiator from Polk County, Florida, suggested that there is "no way under our law and in this day and age that a board negotiator can maintain a narrow scope." According to Sang, an experienced administrative negotiator from Duval County, Florida, bargaining can no longer be confined to a narrow scope.

Two experienced administrative negotiators chose the following strategy as the most beneficial--a strong management's right clause to establish the position that the board has rights which are non-negotiable. One experienced administrative negotiator thought that it was most beneficial where conditions of employment are interpreted broadly with discussions of concern throughout the year.

Four of the experienced administrative negotiators contended that the least beneficial strategy was "D", where conditions of employment were interpreted broadly with discussions of concern through the year. One experienced administrative negotiator selected "A" and another selected "C" as the least beneficial strategy. Strategy "A" suggested a narrow interpretation confined to salary and fringe benefits. Strategy "C" suggested a strong management's right clause to make it clear that the board has non-negotiable rights.

TABLE 20

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER SIX

Strategies	A	B	C	D	Total
Most Beneficial				6	6
Least Beneficial	3		3		6

Teacher Responses to Issue Six

Issue number six dealt with the scope of collective bargaining. All of the experienced teacher negotiators selected as the most

beneficial for the school system, Strategy "D", a broad interpretation of conditions of employment with discussions of concern throughout the year. Tornillo, an experienced teacher negotiator from Dade County, Florida, said that "the scope of bargaining is the major issue in collective bargaining in education today." Tornillo further suggested he "could not see any significant decisions made by management that do not have a significant impact on terms and conditions of employment. That is the test that scope must meet under the Florida law."

Phelan, an experienced teacher negotiator from Volusia County, Florida, felt the scope should be broad. She argued that "the more things which come under negotiations, the more things that both sides are forced to be committed to." She went on to say that collective bargaining is a "legitimate face-saving device for both" and a way to "force communications" with reluctant boards.

Under the least beneficial strategies relating to scope of collective bargaining, the experienced teacher negotiators split their choices between Strategies "A" and "C". Strategy "A" suggested a narrow scope confined to salary and fringe benefits. Strategy "C" suggested that the board's team develop a strong management's rights clause to establish reasoning that the board has rights which are non-negotiable.

#### Summary of Responses to Issue Six

Issue six dealt with the scope of collective bargaining. The experienced negotiators had to determine if a broad or narrow bargaining scope was more beneficial to the school system. Seven experienced negotiators from a total of twelve contended that a broad interpretation of conditions of employment with discussions of concern throughout

the year was the most beneficial strategy, so they chose Strategy "D".

TABLE 21

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER SIX

Strategies	A	B	C	D	Total
Most Beneficial		3	2	7	12
Least Beneficial	4		4	4	12

Three of the twelve experienced Florida negotiators selected Strategy "B" as the most beneficial for the school system. Strategy "B" suggested a narrow interpretation at the bargaining table with broad committee involvement away from the table throughout the year.

Two of the twelve experienced Florida negotiators chose Strategy "C" as the most beneficial for the school system. Strategy "C" referred to the development of a strong management's rights clause to establish a position that the board has rights which are non-negotiable.

Four of the twelve experienced negotiators viewed Strategy "A" as the least beneficial, four selected Strategy "C" as the least beneficial, and four chose Strategy "D" as the least beneficial for the school system. Strategy "A" was a narrow interpretation confined to salary and fringe benefits. Strategy "C" referred to a strong management's rights clause to establish a position that the board has non-negotiable rights. Strategy "D", under Issue Six, supported a broad

interpretation of conditions of employment with discussions of concern continuing throughout the year.

Issue Number Seven

7. What strategy is most beneficial for curriculum and instruction in collective bargaining?
  - A. Curriculum and instruction should not be negotiated but the procedures for curriculum development are legitimate items for bargaining.
  - B. Curriculum and instruction should be dealt with by a joint committee of administrators and teachers outside the adversary setting of bargaining.
  - C. The collective bargaining process should include the establishment of curriculum review committees.
  - D. Curriculum and instruction provisions should be negotiated at the table.

TABLE 22

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER SEVEN

Strategies	A	B	C	D	Total
Most Beneficial	1	5			6
Least Beneficial				6	6

### Administrative Responses to Issue Seven

Issue seven was concerned with curriculum and instruction. Five of six experienced administrative negotiators stated that Strategy "B" was most beneficial for the school system. Strategy "B" was that curriculum and instruction should be dealt with by a joint committee of teachers and administrators outside the adversary setting of bargaining.

Sang, an experienced administrative negotiator from Duval County, Florida, said "curriculum and instruction have no place at the table," but we should still work in a "colleague type" situation since "teachers are professionals." Wilson, an experienced administrative negotiator from Polk County, Florida, contended that administrators and teachers should get together to discuss curriculum and instruction "in a situation where they don't feel they have chosen sides." There must be "give and take in collective bargaining and there is no room for compromise in curriculum and instruction." Wilson stated further that the "range of instructional expertise is limited at the table." Few people there "have the slightest idea of what should be occurring daily in the classroom."

McDermott, an experienced administrative negotiator from Volusia County, Florida, suggested that there is limited curriculum and instruction skill on the teacher bargaining team. He said, "The people on the negotiating team are activists who are generally not too involved with instruction." He said, "If you were selecting a committee to work on instructional improvement, the negotiators would probably not be included."

A single experienced administrative negotiator chose Strategy "A" as the most beneficial for the school system. That strategy was that curriculum and instruction should not be negotiated but the procedures for curriculum development are legitimate items for bargaining.

All six experienced administrative negotiators selected Strategy "D" as the least beneficial strategy for curriculum and instruction as they relate to collective bargaining. Strategy "D" was that curriculum and instruction should be negotiated at the bargaining table.

TABLE 23

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER SEVEN

Strategies	A	B	C	D	Total
Most Beneficial	3		1	2	6
Least Beneficial		4		2	6

Teacher Responses to Issue Seven

Issue seven dealt with curriculum and instruction. Three of six experienced teacher negotiators suggested that curriculum and instruction should not be negotiated, but the procedures for curriculum development were viewed as legitimate items for bargaining. Phelan, an experienced teacher negotiator from Volusia County, Florida, stated that the purpose of collective bargaining "is to insure employees input into decision making and bargaining the procedures for curriculum and instruction insures input." Tornillo, an experienced teacher

negotiator from Dade County, Florida, suggested that "working with a curriculum committee is no good; it is just lip service for the superintendent."

Two of six experienced teacher negotiators selected "D" as the most beneficial strategy for dealing with curriculum and instruction as they relate to collective bargaining. Strategy "D" was that curriculum and instruction provisions should be negotiated at the table. Exley, an experienced teacher negotiator from Duval County, Florida, said, "If the teacher claims to be a professional, curriculum and instruction would be most proper subjects for collective bargaining."

One of six experienced teacher negotiators chose Strategy "C" as the most beneficial strategy in collective bargaining for curriculum and instruction. That strategy was that collective bargaining should include the establishment of a curriculum review committee.

Four experienced teacher negotiators viewed Strategy "B" as the least beneficial for the school system in dealing with collective bargaining. Strategy "B" was that curriculum and instruction should be dealt with by a joint committee of administrators and teachers away from the collective bargaining table.

Two experienced teacher negotiators selected Strategy "D" as the least beneficial strategy for the school system. Strategy "D" was that curriculum and instruction should be negotiated at the table.

#### Summary of Responses to Issue Seven

Issue seven dealt with curriculum and instruction as they relate to collective bargaining. Five out of twelve experienced Florida negotiators contended that curriculum and instruction should be dealt



with by a joint committee of administrators and teachers outside the adversary setting of bargaining.

TABLE 24

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER SEVEN

Strategies	A	B	C	D	Total
Most Beneficial	4	5	1	2	12
Least Beneficial		4		8	12

Four out of twelve experienced Florida negotiators thought that "A" was the most beneficial strategy for the school system. Strategy "A" was that curriculum and instruction should not be negotiated but the procedures for curriculum development are legitimate items for bargaining.

Two out of twelve experienced Florida negotiators contended that negotiation of curriculum and instruction at the table was the most beneficial strategy for the school system.

One out of twelve experienced Florida negotiators selected "C" as the most beneficial strategy for the school system. Strategy "C" was that collective bargaining should include the establishment of curriculum review committees.

Eight out of twelve experienced Florida negotiators chose Strategy "D" as the least beneficial strategy for the school system. Strategy "D" provided that curriculum and instruction provisions should

be negotiated at the table. The remaining four chose Strategy "B" as the least beneficial strategy for the school system. That strategy would result in the employment of a joint committee of administrators and teachers to deal with curriculum and instruction outside the adversary setting of bargaining.

Issue Number Eight

8. What is the best strategy for dealing with compulsory unionism in educational collective bargaining?
- A. The school board should lobby for a strong right to work law.
  - B. The school board should insist on contract language that precludes all forms of compulsory unionism.
  - C. The school board should lobby to keep any mention of compulsory unionism out of the state law.
  - D. The board should insist the compulsory unionism is non-negotiable.

TABLE 25

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER EIGHT

Strategies	A	B	C	D	Total
Most Beneficial	5			1	6
Least Beneficial			3	3	6

### Administrative Responses to Issue Eight

Issue number eight focused on compulsory unionism in educational collective bargaining. Five of the six experienced administrative negotiators selected Strategy "A" as the most beneficial strategy for the school system. Strategy "A" was that the school board lobby for a strong right to work law. O'Brien, an experienced administrative negotiator from Dade County, Florida, said, "A political prohibition is the best strategy through lobbying for a strong right to work law." Sang, an experienced administrative negotiator from Duval County, Florida, said, "A right to work law is essential for keeping compulsory unionism out of the contract." Edwards, an experienced administrative negotiator in Sumter County, Florida, said, "You must do everything possible to keep compulsory unionism out of the law."

One of six experienced administrative negotiators chose Strategy "D" as the most beneficial strategy for keeping compulsory unionism out of school systems. Strategy "D" was that the board should insist that compulsory unionism is non-negotiable. Wilson, an experienced administrative negotiator from Polk County, Florida, said, "Compulsory unionism is non-negotiable." O'Brien, an experienced administrative negotiator from Dade County, Florida, disagreed. He said, "The least effective way is saying that compulsory unionism is non-negotiable. . . . You have the right to make no concessions but you can't say it's non-negotiable. . . . The Public Employees Relations Commission determines what is negotiable."

Three experienced administrative negotiators selected "C" as the least beneficial strategy to the school system and three chose Strategy "D" as least beneficial to the school system. Strategy "C" was that

the school board lobby to keep compulsory unionism out of the state law and Strategy "D" was that the board insist that compulsory unionism is non-negotiable.

Sang, an experienced administrative negotiator from Duval County, Florida, and Schmidt, an experienced administrative negotiator from Collier County, Florida, pointed out that keeping something out of the law does not prevent it from turning up in collective bargaining.

TABLE 26

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER EIGHT

Strategies	A	B	C	D	Total
Most Beneficial	3	1			4
Least Beneficial	1		2	3	6

Teacher Responses to Issue Eight

Issue number eight dealt with compulsory unionism in collective bargaining in public education. Three experienced teacher negotiators selected Strategy "A" as the most beneficial for the school system. Strategy "A" was that the school board lobby for a strong right to work law.

Phelon, an experienced teacher negotiator from Volusia County, Florida, suggested that "boards have the right to protect themselves from compulsory unionism." However, she pointed out that "boards

should be prepared to accept language that protects individual teachers from discriminatory management practices."

Two experienced teacher negotiators added a new strategy as most beneficial to the school system. Exley, an experienced teacher negotiator from Duval County, Florida, added agency shop to the list. He suggested that agency shop is a good "compromise", since "membership in the union is not required, but payment for services and benefits is required." Wilson, an experienced teacher negotiator from Sumter County, Florida, suggested that compulsory unionism is the most beneficial strategy for the school system.

One of the six experienced teacher negotiators selected Strategy "B" as the most beneficial strategy for the school system. Strategy "B" suggests that the school board insist on contract language that precludes all forms of compulsory unionism. Mercer, an experienced teacher negotiator from Polk County, Florida, said that compulsory unionism "doesn't fit the union model."

Three experienced teacher negotiators chose Strategy "D" as the least beneficial for the school system. Strategy "D" was that the board should insist that compulsory unionism is non-negotiable. Tornillo, an experienced teacher negotiator from Dade County, Florida, stated that "the Public Employees Relations Commission will determine what is negotiable, not the local school board."

Two experienced teacher negotiators selected Strategy "C" as the least beneficial strategy for the school system. Strategy "C" was that the school board lobby to keep any mention of compulsory unionism out of the state law.

One of six experienced teacher negotiators viewed Strategy "A" as the least beneficial strategy for the school system. Strategy "A" was that the school board lobby for a strong right to work law.

TABLE 27

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER EIGHT

Strategies	A	B	C	D	Total
Most Beneficial	8	1		1	10
Least Beneficial	1		5	6	12

Summary of Responses to Issue Eight

Eight of twelve experienced Florida negotiators thought that the school board lobbying for a strong right to work law was the most beneficial strategy for boards for avoiding compulsory unionism.

Two of twelve experienced negotiators proposed a new strategy as the most beneficial for school systems. That new strategy was that compulsory unionism was the most beneficial approach for school systems. Exley, an experienced teacher negotiator, was critical of the right to work law. He suggested that "the right to work was the right to freeloader."

One of twelve experienced negotiators selected Strategy "B" as the most beneficial strategy for the school system. Strategy "B" was that the school board should insist on contract language that precludes all forms of compulsory unionism.

Another of the twelve experienced Florida negotiators chose Strategy "D" as the most beneficial strategy for the school system in avoiding compulsory unionism. Strategy "D" was that the board insist that compulsory unionism be non-negotiable.

Six of twelve experienced Florida negotiators viewed Strategy "D" as the least beneficial strategy for the school system in avoiding compulsory unionism. Strategy "D" was that the board insist that compulsory unionism is non-negotiable.

Five of twelve experienced negotiators selected Strategy "C" as least beneficial in avoiding compulsory unionism and one selected Strategy "A" as least beneficial to the system in avoiding compulsory unionism. Under Strategy "C", the school board should lobby to keep any mention of compulsory unionism out of the state law. Strategy "A" suggests that the school board lobby for a strong right to work law.

#### Issue Number Nine

9. What strategy is most beneficial for the school system in resolving an impasse?
  - A. Binding arbitration.
  - B. Advisory arbitration.
  - C. Fact finding with mediation.
  - D. Mediation.

#### Administrative Responses to Issue Nine

Issue number nine dealt with the strategy for resolving an impasse. Four experienced administrative negotiators selected Strategy "B" as the most beneficial for the school system for resolving an impasse. Strategy "B" was advisory arbitration. Sang, an experienced administrative

negotiator from Duval County, Florida, felt that advisory arbitration was the most beneficial for the school system because the process resulted in a non-binding recommendation to the board from a neutral third party. Schmidt, an experienced administrative negotiator from Collier County, Florida, observed that Florida negotiators appeared "reluctant" to go to arbitration, but it could be an "excellent technique for getting the monkey off the board's back." He suggested that there were times when pressures were "equally strong" from opposite directions for boards and, at those times, they often welcomed a forceful recommendation from an outside party.

TABLE 28

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER NINE

Strategies	A	B	C	D	Total
Most Beneficial		4		2	6
Least Beneficial	4			2	6

Two of six experienced administrative negotiators viewed Strategy "D" as the most beneficial for school systems in dealing with the impasse issue. The strategy for "D" was mediation. O'Brien, an experienced administrative negotiator from Bade County, Florida, stated that mediation was the most beneficial for the school system because "it was the least restrictive." He said you can always tell a mediator, "forget it, Charlie," and since most mediation is in private,



you would be "under no additional public pressure" to act in a certain way.

Four of six experienced administrative negotiators chose Strategy "A" as the least beneficial for the school system in dealing with an impasse. Strategy "A" called for resolving an impasse through binding arbitration. Several of the experienced administrative negotiators spoke of the board's policy-making authority and warned that binding arbitration could negate their authority.

Two of the six experienced administrative negotiators thought that mediation was the least beneficial strategy for resolving an impasse. Schmidt, an experienced administrative negotiator from Collier County, Florida, suggested that "mediation never resolved anything."

TABLE 29

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER NINE

Strategies	A	B	C	D	Total
Most Beneficial	2		1	2	5*
Least Beneficial	3	1		2	6

\*Exley, an experienced teacher negotiator from Duval County, Florida, added work stoppage to the most beneficial strategy list.

Teacher Responses to Issue Nine

Two experienced teacher negotiators selected Strategy "A" as the most beneficial to the school system in resolving an impasse. Strategy

"A" was binding arbitration. Phelan, an experienced teacher negotiator from Volusia County, Florida, suggested that "binding arbitration should be the final step in collective bargaining." Tornillo, an experienced teacher negotiator from Dade County, Florida, stated that "if issues cannot be resolved at the table, overt action must be taken through binding arbitration or strike."

Exley, an experienced teacher negotiator from Duval County, Florida, added work stoppage as another strategy under the most beneficial to the board. He said that "he was out of step with the other teacher negotiators in Florida, for he did not believe in binding arbitration." He said that bargainers who know they have that escape hatch will posture, not bargain.

A single experienced teacher negotiator viewed Strategy "C" as the most beneficial for the school system in resolving an impasse. That strategy was to employ fact finding with mediation.

Two experienced teacher negotiators chose Strategy "D" as the most beneficial to the school system; this strategy was to employ mediation.

When asked to identify strategies which would be considered least beneficial to school systems in resolving an impasse, three experienced teacher negotiators selected Strategy "A"--binding arbitration.

Two of six experienced teacher negotiators thought that Strategy "D" would be the least beneficial to the school system. Strategy "D" was mediation.

One experienced teacher negotiator stated that advisory arbitration was the least beneficial for the school system and selected Strategy "B". Wilson, an experienced teacher negotiator from Sumter

County, Florida, said "Advisory arbitration is least acceptable because that's what we are doing now and it hasn't worked in Sumter County."

TABLE 30

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER NINE

Strategies	A	B	C	D	Total
Most Beneficial	2	4	1	4	11*
Least Beneficial	7	1		4	12

\*Exley, an experienced teacher negotiator from Duval County, Florida, added work stoppage to the most beneficial strategy list.

Summary of Responses to Issue Nine

Issue nine dealt with resolving an impasse. There was no clear direction for the most beneficial strategy for the school system in resolving an impasse. All of the strategies were selected at least once and an experienced teacher negotiator added work stoppage to the list.

Four of the twelve experienced negotiators chose Strategy "B" and four viewed Strategy "D" as the most beneficial for the school system in dealing with the impasse issue. Strategy "B" was advisory arbitration and Strategy "D" was mediation.

Two of the twelve experienced negotiators selected Strategy "A" as the most beneficial strategy for the school system. Strategy "A" was binding arbitration.

One of the twelve experienced Florida negotiators chose Strategy "C" and one suggested a new strategy as the most beneficial for the school system. Strategy "C" was fact finding with mediation and the new strategy selected was work stoppage. The individual who selected work stoppage refused to view the question from what was most beneficial for the school system. He stated that his decisions were made on the basis of "what was best for his union."

Seven of the twelve experienced negotiators chose Strategy "A", binding arbitration, as the least beneficial strategy for the school system in resolving an impasse. Four administrators and three teachers selected that strategy.

Four of twelve experienced negotiators viewed "D" as the least beneficial strategy for dealing with an impasse. Strategy "D" was mediation. Two teachers and two administrators selected that strategy.

One of twelve experienced Florida negotiators thought "B" to be the least beneficial strategy which was advisory arbitration.

#### Issue Number Ten

10. What strategy would be most beneficial to the school board in dealing with strikes in collective bargaining?
  - A. The board should send a registered letter to each teacher in the system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent teachers.
  - B. The board should make every effort to keep the schools open by calling upon qualified members of the community to take over classes until the dispute is resolved.

C. The board should keep schools open by using district administrative and supervisory personnel.

D. The board should use the lockout against striking groups.

TABLE 31

ADMINISTRATIVE RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER TEN

Strategies	A	B	C	D	Total
Most Beneficial	1	4		1	6
Least Beneficial	1		1	4	6

Administrative Responses to Issue Ten

Issue ten was concerned with the most beneficial approach for the board to take when a strike is called by the employee group. Four of six experienced administrative negotiators chose Strategy "B". Strategy "B" was that the board make every effort to keep the schools open by calling upon qualified members of the community to take over classes until the dispute is settled.

Edwards, an experienced administrative negotiator from Sumter County, Florida, suggested that the board "call on qualified members of the community because there wouldn't be enough administrators employed to man the classrooms." Schmidt, an experienced administrative negotiator from Collier County, Florida, pointed out that the "strike strategy must be to maintain pressure on the other group." He said

"open schools put pressure on the teacher group"; therefore, a strategy that "keeps schools open is the best strategy."

One of six experienced administrative negotiators selected Strategy "A" as the most beneficial strategy for the school system during a strike. Strategy "A" was that a registered letter be sent by the board to each teacher in the system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent teachers.

One of six experienced administrative negotiators viewed Strategy "D" as the most beneficial for the school system during a strike. O'Brien, an experienced administrative negotiator from Dade County, Florida, suggested that the board use a "lockout" against the teachers. He said, "It is the most effective way to mount counter pressure against the union. The longer kids stay home, the more severe the community pressure will be to have teachers go back to work."

Four of six experienced administrative negotiators chose Strategy "D" as the least beneficial for the school system during a strike. Strategy "D" was a lockout against teachers.

One of six experienced administrative negotiators viewed Strategy "A" as the least beneficial strategy for the school system and another selected Strategy "C" as the least beneficial for the school system. Strategy "A" involved sending a registered letter to each teacher in the school system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent teachers. Strategy "C" was that the board should keep schools open by using district administrative and supervisory personnel to man classrooms.

TABLE 32

TEACHER RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER TEN

Strategies	A	B	C	D	Total
Most Beneficial	3	3			6
Least Beneficial		1		5	6

Teacher Responses to Issue Ten

Issue ten referred to work stoppage. Three of six experienced teacher negotiators selected Strategy "A" as the most beneficial strategy in dealing with a teacher strike. Strategy "A" was that the board send a registered letter to each teacher in the system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent teachers.

Mercer, an experienced teacher negotiator from Polk County, Florida, selected Strategy "A" as the most beneficial "because that would tend to keep schools open." She pointed out that a work stoppage "creates many hard feelings in the community because schools belong to the people."

Three of six experienced teacher negotiators chose Strategy "B" as the most beneficial for the school system. Strategy "B" was that the board make every effort to keep the schools open by calling upon qualified members of the community to take over classes until the dispute is resolved. Phelan, an experienced teacher negotiator from Volusia County, Florida, thought that Strategy "B" was the most

beneficial for the school system in dealing with strikes but urged "everyone to do everything possible to get back to the bargaining table."

Five of six experienced teacher negotiators chose Strategy "D" as the least beneficial for the school system in dealing with teacher strikes. Strategy "D" was that the board use the lockout against striking groups. Exley, an experienced teacher negotiator from Duval County, Florida, wanted private sector bargaining procedures in "everything but lockout strategy." He said, "Stopping the process is one thing, but a lockout is unacceptable strategy in dealing with the public schools."

One of six experienced teacher negotiators viewed Strategy "B" as the least beneficial for the school system in dealing with a strike. Strategy "B" was to keep the schools open by calling on qualified members of the community to take over classes until the dispute is resolved. Exley, an experienced teacher negotiator from Duval County, Florida, said that "management really hurts the situation in a work stoppage when it persists in keeping the schools going because the quality of instruction is reduced and children suffer."

TABLE 33

TOTAL RESPONSES TO INTERVIEWS  
FOR ISSUE NUMBER TEN

Strategies	A	B	C	D	Total
Most Beneficial	4	7		1	12
Least Beneficial	1	1	1	9	12



### Summary of Responses to Issue Ten

Issue ten was concerned with work stoppage in the public schools. Seven of twelve experienced Florida negotiators chose Strategy "B" as the most beneficial strategy for the school system when faced with a work stoppage. Strategy "B" was that the board make every effort to keep schools open by calling upon qualified members of the community to take over classes until the dispute is resolved.

Four of twelve experienced Florida negotiators selected Strategy "A" as the most beneficial strategy for dealing with a work stoppage in the public schools. Under Strategy "A", the board would send a registered letter to each teacher in the system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent teachers.

One of twelve experienced Florida negotiators viewed Strategy "D" as the most beneficial for school systems in dealing with striking teachers. Under Strategy "D", the lockout would be used in dealing with a strike in public education.

On the other hand, nine of twelve experienced Florida negotiators selected Strategy "D" as the least beneficial strategy for school systems in dealing with strikes in public education. Strategy "D" was that boards should use lockouts against striking groups.

One of twelve experienced Florida negotiators chose Strategy "A", one selected Strategy "B", and one supported Strategy "C" as the least beneficial strategies for school systems in dealing with strikes. Strategy "A" proposed that the board send letters to all teachers in the system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent

teachers. Under Strategy "B", the board would make every effort to keep the schools open by calling upon qualified members of the community to take over classes until the dispute is resolved. Strategy "C" was that the board keep schools open by using district administrative and supervisory personnel.

## CHAPTER V

### SUMMARY, CONCLUSIONS, AND IMPLICATIONS

#### Summary

The problem of this study was to identify issues in the collective bargaining process in public elementary and secondary education, referred to in this study as public education, and alternative strategies for dealing with those issues from the school board's perspective.

Answers were sought to the following questions:

1. What were the issues and alternative strategies most frequently cited in the literature and research relative to collective bargaining in public education from 1965 through 1974?
2. From among the alternatives identified, which strategies were most beneficial to the total educational program according to the experienced administrative negotiators and experienced teacher negotiators? Why were the selected strategies most beneficial to the total educational program?
3. From among the alternatives identified, which strategies were the least beneficial to the total educational program according to the experienced administrative negotiators and experienced teacher negotiators? Why were selected strategies least beneficial to the total educational program?
4. From among the alternatives identified, what differences and/or similarities existed between the most beneficial to

the educational program and the least beneficial alternative strategies selected by experienced administrative negotiators and experienced teacher negotiators in public education?

5. What were some of the most important observations that may be made as a result of the interviews?

To identify issues and alternative strategies, a review was made of literature concerned with collective bargaining in education written between 1965 and 1974. That literature was used to develop an interview guide that contained major issues and some of the alternative strategies for dealing with those issues.

Florida county school systems were surveyed to determine how long the district had been engaged in collective bargaining, the names and addresses of individuals responsible for negotiating for Florida school boards, and the names and addresses of individuals negotiating for Florida teacher organizations. Seven Florida counties had five or more years of experience. They were Collier County, Dade County, Duval County, Hillsborough County, Polk County, Sumter County, and Volusia County. Since the writer came from Hillsborough County, those data were not used. The other six counties represented large, medium, and small pupil populations and urban and rural settings. For purposes of validating the strategies and the issues, experienced administrative negotiators and experienced teacher negotiators were interviewed in those counties.

#### Implications for the Theory and Practice of Negotiations

The issues which emerged from the literature were those addressed most frequently during the period studied. Recommended strategies

were identified through the review and analysis of the literature and through an analysis of the interviews conducted among experienced Florida negotiators. These sources were used to formulate the following propositions which should serve as basic guidelines in the negotiations process. In each instance, an issue is presented followed by the recommended strategy or strategies.

1. What strategy should the school board adopt in determining its role in collective bargaining?

The school board should select its bargaining team, establish guidelines and limits, and give the team authority to act. Its chief role is to provide policy guidelines to the superintendent and chief negotiator.

The major caution found in the literature and interviews was that boards should remain away from the table both as participants and as observers during the bargaining process. The practice of boards conducting bargaining has declined since the middle 60s. Participation required excessive time, some knowledge and expertise in the bargaining process, and loss of the right to refuse to ratify the contract. Board members were often embarrassed by experts in the field of collective bargaining employed by teacher groups to conduct bargaining.

2. What strategy should the superintendent adopt in collective bargaining?

The superintendent should function as executive officer to the board, working closely with and providing direction to the board's team. He should not represent both board and teacher teams, act as chief negotiator for the board's team, or assume a neutral posture in collective bargaining.

It is often necessary to slow the pace of bargaining to be sure the proposed changes will be acceptable and, further, that they can be funded. The board's team can legitimately delay the proceedings to "talk the issue over with the superintendent" if he is not at the table. If the superintendent is at the table, a skillful teacher negotiator will point out that his position as superintendent makes him the executive officer for the board and there is no need for any delay.

3. What strategy should the principal use in collective bargaining?

The principal should align himself with the board's team as an arm of management and sit with that team at or near the table in an advisory capacity. He should not assume a neutral role, join the teachers' bargaining group, or organize his own bargaining unit.

As an arm of management, the principal's input into the negotiating process is absolutely essential. If he accepts any of the other options, he removes himself from participating in district policy development. The result, where bargaining is concerned, may be a policy with features that may be unworkable in the daily administration of a local school.

4. Who should be included on the school board's table bargaining team?

The board's table team should include county office personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the county. The table team should not include board members, superintendents, or attorneys. However, attorneys should be available for legal consultation when needed.

A problem exists if the board's team is composed of board members, superintendents, and people at the very top level of district management. Normally, these individuals are unaware of the routine procedures that comprise the daily operation of the school system. Procedural changes associated with concerns of this nature will be of major interest to the teachers' team. In addition, the teachers' team will have a thorough knowledge of the daily operation of the school program. For this reason, the management team should include someone close to the superintendent and board, someone with an understanding of district finances, and someone with the principal's knowledge of the day-to-day operations.

5. What strategy should be used to get the necessary proposals to the bargaining table?

The board's team should consult with principals to determine what portions of the contract need modification. The teacher team should consult with a representative body of teachers to determine what changes would be desirable. Both teams should prepare proposals from the recommendations and exchange those proposals during the first bargaining session. The teams should not work from the existing agreement nor should the board team work exclusively from counterproposals.

Exchanging proposals at the beginning of the bargaining session gives the board's team the opportunity to take a position on changes in present working conditions it feels are necessary. Placing a proposed item on the table at the beginning of bargaining is the only way the board's team may be assured that the item will be considered during bargaining.

Working through counterproposals is acceptable for the first year or two of a new bargaining relationship because the teachers' team does not have a contract and the teachers' team will attempt to change existing policy. Before the contract, policies and procedures should reflect board needs and desires, but after the first contract an offensive position by the board is essential.

6. What strategy should be used to determine the scope of collective bargaining?

The best strategy for determining scope should be a broad interpretation of "conditions of employment" with discussions of concern throughout the year. The scope should not be confined to salary and fringe benefits.

State laws and courts have broadened the interpretation of conditions of employment to the point where an attempt to restrict the scope will increase the board and teacher conflict and provide unnecessary negative publicity. The bargaining machinery should provide the route to positive changes in education by developing procedures for on-going program review during collective bargaining. The procedures developed in bargaining would then be implemented throughout the year away from the bargaining table.

7. What strategy should be used for curriculum and instruction in collective bargaining?

Curriculum and instruction should be dealt with by a joint committee of administrators and teachers away from the adversary setting of collective bargaining. However, the procedures for establishing the joint committee, numbers of meetings, times of meetings, and



compensation for participants are legitimate items for bargaining. Curriculum and instruction should not be bargained at the table.

Normally, neither administrative nor teacher bargaining teams have been noted for curriculum and instruction expertise. Teachers' teams have consisted of teacher activists with a high priority for salary concerns. Boards have responded with individuals who were involved with district finances.

As bargaining has expanded its total scope in the early seventies, more attention has been given to the curriculum and instruction area. There was general agreement that teachers should participate in curriculum and instruction but that participation should be away from the adversary setting of bargaining.

8. What strategy should be used for dealing with compulsory unionism in educational collective bargaining?

The school board should lobby the state legislature for a strong right to work law. If compulsory unionism is not mentioned in the law, there is a strong probability that it will become an issue in bargaining. The board should not insist that it is non-negotiable, for most states have regulatory agencies for determining what is negotiable. The board's team should refuse to concede on the issue, but not refuse to bargain it.

The "right to work" laws have provided that teachers may either join or refuse to join a union or association. In the absence of a "right to work" law, similar language in the contract would have the same result.

9. What strategy should be used by the school system in resolving an impasse in collective bargaining?

A single strategy or direction did not emerge in the interviews for resolving an impasse. Mediation and advisory arbitration were selected an equal number of times. However, the literature suggested mediation and fact finding as most beneficial for boards. Boards should avoid binding or advisory arbitration when possible.

Mediation and fact finding have been more acceptable to boards because of the absence of pressure on boards under those strategies. Normally, mediation is held in private and its purposes are to clarify issues and improve communications. No recommendations are written afterward and, therefore, boards have not been pressured to take a particular action. Fact finding has been similar to mediation in that no strong recommendations are made and boards are not pressured to take action against what they consider to be their best interests. Fact finders base decisions on the information submitted by the teams, so information should be carefully prepared and damaging assertions by the other party must not go unchallenged.

10. What strategy should be used by the school board in dealing with strikes in collective bargaining?

The board should make every effort to keep schools open by calling upon qualified members of the community to take over classes until the dispute is resolved. Teachers should be informed by registered mail of the law, the teacher's responsibility to pupils and community, and the action the board will take against absenteeism. The board should not use the lockout against striking groups.

The strategy mentioned most often in the literature was careful planning by the district administration. The strike issue had implications for the entire community, for community pressures often determined

the strike outcome. One strike strategy was to apply pressures against the teacher association that would reduce the level of public sympathy for teachers and create pressures from within the unit to go back to work. Using qualified members of the community to keep schools open was one way of increasing pressures on the teachers' association.

The lockout would have the opposite effect. Parents who had to keep children out of school might first support the board, but later would transfer their concerns to the board for closing schools.

### Substantive Conclusions

This study represented an attempt to identify some of the important issues and strategies which have been used by school boards in dealing with collective bargaining between 1965 and 1974. Strategies which have proved most beneficial and least beneficial were identified and the differences as perceived by experienced negotiators reported.

### Roles of the School Board and Superintendent

The roles of the school board and superintendent were vital in determining the success of collective bargaining in education. Adjustment from unilateral to bilateral decision making has been a difficult change and many boards and superintendents have not fully accepted their new roles. The board should maintain its legislative and policy making function in the collective bargaining process. Neither the board as a body nor individual members should engage in table bargaining. The board should limit its role to approving the team, establishing guidelines and limits, and ratifying the agreement.

The superintendent should become more knowledgeable about collective bargaining in education, for it has become a major issue on the education scene. He should reconcile the changing role he must play in dealing with teachers, for they are looking for guidance and leadership from union and association leaders. He should remain away from the table during collective bargaining but close enough to caucus with the board's team on short notice. As an agent of the board, the superintendent should work closely with the board's team in developing strategies and direction.

### Roles of the Principal

If principals are to be members of the management camp, efforts must be made to develop a participatory management team approach. That approach should include an internal structure characterized by open communications in preparing policy recommendations and in planning procedures for the system as a whole. Otherwise, principals in large systems will gravitate toward their own bargaining units. The literature suggested some confusion among principals, and that confusion is evident in the State of Florida. Principals in the largest Florida system have formed their own bargaining unit and principals in several other large districts are attempting to gain recognition from their boards. In at least one county in Florida, principals are included in the teacher unit.

Even though principals may achieve some gains through their own collective bargaining units, their losses, and the losses to education, will be significant. Principals who bargain with boards may not turn around and sit with those same boards to bargain with teachers.

Teachers will be quick to file an unfair labor practice complaint and, under those circumstances, they will win.

Principals who have their own bargaining units will be unable to provide the input to the board which is so necessary for successful collective bargaining. Much that occurs at the bargaining table influences the way the principal operates; consequently, the principalship may be damaged because of the lack of a spokesman.

Therefore, the principal should align himself with management and sit with the board's team at the table in an advisory capacity. He should not assume a neutral role, join the teachers' bargaining group, or organize his own bargaining unit.

#### Composition of the Board's Team

With the principal, in an advisory capacity, the board team should include county office personnel without the superintendent, and an outside expert if expertise is unavailable in the district. The board should be extremely careful in selecting an outside expert and that course should be taken only as a last resort.

A more satisfactory option may be to select an experienced administrator in the school system and send him to one of the training programs sponsored by the American Association of School Administrators or the Education Research Service. He will be familiar with district policy and available after the contract is signed to assist with contract administration. Since he must live with the contract after it is signed, in all likelihood, he will be more cautious during bargaining.

Study findings suggested that the board's table bargaining team should include:

1. A chief negotiator who is an employee of the school system with wide system knowledge and in close contact with the superintendent and board.
2. An attorney for legal consultation who does not sit at the table during each session.
3. An individual thoroughly familiar with district personnel policies.
4. An individual from the system business office who has an intimate knowledge of all aspects of finance.

#### Preparation for Table Bargaining

Much preparation is required before table bargaining may begin. One of the most important aspects of proposal preparation is involvement of the total administrative team. Principals administer the agreement on a daily basis and are familiar with the areas which may need modification. The individuals who work closely with grievances will also know areas in the contract which should be modified. The board's team working as a committee should receive the recommendations which come in from the various principal and supervisory groups and the recommendations are then put into proposals for board review. The board should review the package in an executive session, establish guidelines and limits, and approve the package for bargaining. Those proposals are then exchanged with the association representing teachers during the first bargaining session.

The reasons for exchanging proposals rather than simply reacting to the teacher association's proposals is simple logic. If management wants to modify an existing item which is clearly a condition of employment, it must place that item on the table or trust that the teachers'

association will place it on the table. Chances are, if management feels the need to change an item, the teachers' association will be satisfied with it in the present form and, therefore, will not place it in their list of proposals. To avoid playing a defensive game throughout bargaining, management should exchange proposals with the teachers' association during the first session.

### Scope of Bargaining

Should the scope of bargaining be limited to salary and fringe benefits, or should "terms and conditions of employment" be interpreted broadly? This question has been troubling school boards since the early sixties. Boards have promoted a narrow interpretation of scope and teacher groups have called for a broad interpretation of scope.

For a union or association to remain in business, it must expand the items that are bargained. Otherwise, the people who pay dues to keep the union or association in business will select another association to represent them and the new spokesmen will seek to expand the scope. The courts have assisted unions by constantly expanding the interpretation of "other terms and conditions of employment."

The literature revealed that relationships within districts between teachers and boards have changed as bargaining has continued over a period of years from a fragile, demanding relationship, to a more mature relationship. Long lists of items were presented during the first few years and, as the relationships matured, the lists grew shorter but the scope often broadened. Study findings indicated that terms and conditions of employment should be interpreted broadly with discussions of concern throughout the year. Although "discussions of concern throughout the year" were not defined in the interview, most

of the experienced negotiators interpreted it to mean that discussions were held informally away from the bargaining table when a concern surfaced during the year.

Most authors agreed on the need for broad teacher participation in areas such as curriculum and instruction, but did not agree on the medium for participation. The majority, however, did agree that collective bargaining was not the way to improve curriculum and instruction. Curriculum and instruction should be dealt with by a joint committee of administrators and teachers outside the adversary setting of bargaining. However, the procedures for involving teaching personnel in curriculum development were legitimate items for bargaining.

#### Compulsory Unionism

A strong right to work law was suggested in the literature as the best way to avoid compulsory unionism. Placing language in the contract that precludes all forms of compulsory unionism was a second strategy reported.

Keeping any mention of compulsory unionism out of the law or insisting that compulsory unionism in non-negotiable has not been a deterrent. States where it was not mentioned in the law have been plagued with compulsory unionism.

#### Resolution of Impasses

The interview results supported the literature findings on all issues except the issue on resolving an impasse. The strategies on the interview guide and the implications of each were not well understood by the majority of the experienced negotiators. Most had never been involved in an impasse situation and selected advisory arbitration



because they have read the Florida Public Employees Relations Act and they know that the law calls for advisory arbitration on contract impasse issues.

The literature suggested that the best strategies for resolving impasses for boards were mediation and fact finding. Those two strategies apply the least pressure to boards because both occur with the teams in private and neither requires a third party recommendation. The most pressure that can occur in fact finding is when the facts are made public, usually after a specified period of time.

Boards normally have been reluctant to go to arbitration because an arbitrator always makes a recommendation and his recommendation is designed to put pressure on both groups to move toward a settlement.

### Strike Strategies

The strike issue has continued to be a serious problem in education. During a strike, both teams have attempted to transfer pressure to the other group. Keeping schools open has kept pressure on the teacher association and closing schools has transferred the pressure to the board. Study findings suggested that the most beneficial strategy for the board was to keep schools open by calling upon qualified members of the community to take over classes until the dispute was resolved.

The least beneficial strategy for the board was the lockout; under this device, schools are closed by the board and teachers and children are unable to enter school buildings. Though this strategy has been used extensively in private industry, it has never been popular as a strike counter strategy in education.

### Procedural Conclusions

The following procedural conclusions appear to be justified by the study.

1. The body of literature on collective bargaining in education was sufficient to provide ample material for the identification of issues and alternative strategies for coping with each issue.
2. Issues have remained relatively constant over time, but the strategies for coping with the issues appeared to be evolving.
3. When queried concerning the validity and relevance of the issues and strategies, negotiators for administrators and teachers had a high level of agreement except in certain isolated instances.

### Implications for Further Research

The results of this study indicate that more research the area of educational collective bargaining is needed. Among the areas needing further investigation are the following:

1. The changing role of the school board as a result of collective bargaining.
2. The changing role of the superintendent as a result of collective bargaining.
3. The changing relationship between boards and principals when principals form their own bargaining units.
4. The changing relationship between principals and the superintendent when principals form their own bargaining units.

5. The implications of employing an outside negotiator to conduct negotiations.
6. The changes in school staff perceptions of principals who engage in bargaining as a part of the management team.
7. The implications of compulsory unionism in public education.
8. The legal significance of binding arbitration in contract disputes with elected officials.
9. The implications of grievances brought by teachers against principals who are in the same bargaining unit.

APPENDIX 1

PRELIMINARY LETTER AND SURVEY

8304 W. Pocahontas Street  
Tampa, Florida 33615  
December, 1974

Dear Superintendent:

I am doing a study on collective bargaining and need some preliminary information which can only be gained from county office records. Would you please pass this on to an individual in your office who could complete and return it to me? I will contact the negotiator directly for any additional information needed in the future. Thank you.

I plan to share the results of the study with Florida school systems when it has been completed.

Sincerely,

Walter L. Sickles  
Administrative Assistant  
to the Superintendent

- 
1. Was your county school system involved in collective bargaining with teachers during recent years?  
Yes \_\_\_\_\_ No \_\_\_\_\_
  2. Please indicate the number of years your county has been involved in collective bargaining with teachers.  
Number of Years \_\_\_\_\_
  3. Please identify by name, title, and business address, the person who will be the school system chief negotiator:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_
  4. Please identify by name, title, and business address, the individual who will be the teacher negotiator:  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Business Address: \_\_\_\_\_
  5. Signature of individual who completed this form:  
\_\_\_\_\_
  6. County responding: \_\_\_\_\_

# APPENDIX 2

## SURVEY RESULTS TO DETERMINE YEARS OF BARGAINING IN FLORIDA BY COUNTY

County	Return	Collective Bargaining Experience	1972-73 Pupil Enrollment*
Alachua			24,233
Baker	x	0	3,196
Bay	x	1	20,413
Bradford	x	0	4,100
Brevard	x	0	67,981
Broward	x	0	142,804
Calhoun	x	0	2,249
Charlotte			5,851
Citrus	x	0	6,541
Clay	x	2	12,816
Collier	x	5	13,239
Columbia			7,649
Dade	x	5	261,011
De Soto	x	0	3,568
Dixie			1,817
Duval	x	5	121,855
Escambia	x	0	51,829
Flagler			1,513
Franklin	x	0	2,063
Gadsden			10,497
Gilchrist	x	0	1,363
Glades	x	0	1,158
Gulf	x	0	3,038
Hamilton	x	0	2,398
Hardee	x	1	4,728
Hendry	x	1	4,022
Hernando	x	1	5,911
Highlands			7,817
Hillsborough	x	6	117,432
Holmes			3,475
Indian River	x	0	9,781
Jackson			8,595
Jefferson	x	0	2,564

## APPENDIX 2 (Continued)

County	Return	Collective Bargaining Experience	1972-73 Pupil Enrollment*
Lafayette			832
Lake	x	0	18,885
Lee	x	0	26,795
Leon	x	0	22,852
Levy	x	0	4,296
Liberty	x	0	1,053
Madison	x	0	3,873
Manatee	x	2	20,331
Marion	x	2	22,157
Martin	x	0	8,316
Monroe	x	1	12,172
Nassau	x	1	7,391
Okaloosa	x	0	29,971
Okeechobee	x	0	4,416
Orange	x	1	95,359
Osceola			8,057
Palm Beach	x	4	75,222
Pasco	x	1	20,597
Pinellas	x	4	99,936
Polk	x	5	63,841
Putnam	x	4	11,407
St. Johns			8,187
St. Lucie	x	1	12,973
Santa Rosa	x	4	12,206
Sarasota	x	0	24,465
Seminole	x	0	30,754
Sumter	x	5	4,869
Suwannee	x	2	4,889
Taylor	x	0	3,983
Union	x	0	1,567
Volusia	x	6	38,631
Wakulla	x	0	2,196
Walton			4,453
Washington	x	0	3,459

\*Source: Profiles of Florida School Districts, Tallahassee, Florida:  
State Department of Education Publication, March 1974.

## APPENDIX 3

### INTERVIEW GUIDE

The interview guide was mailed to selected experienced administrative negotiators and experienced teacher negotiators in selected Florida counties with a letter advising the negotiators that they would be called for an appointment within the week. They were called and each was interviewed.

### INTERVIEW GUIDE

#### SURVEY OF ISSUES AND STRATEGIES IN COLLECTIVE BARGAINING

The purpose of this study was to identify some of the major issues and strategies which have surfaced in collective bargaining in public education between 1965 and 1974. Would you please review these issues and strategies and be prepared to identify the strategies you feel would be most beneficial and least beneficial with the issues identified. Also, please be prepared to indicate why you selected a certain strategy as the most beneficial or the least beneficial in a particular situation.

If none of the strategies listed would be the most beneficial with a particular issue and you have found another strategy to work best in that situation, please be prepared to explain that strategy.

1. What strategy should the school board adopt in determining its role in collective bargaining?
  - A. The school board should select its bargaining team, establish guidelines and limits, and give the team authority to act.
  - B. The board should conduct collective bargaining.
  - C. The board should assign a board member to the team as an advisor.
  - D. The board should assign a board member as chief negotiator.
2. What strategy should the superintendent adopt in collective bargaining?
  - A. The superintendent should act as a liaison between both teacher and board teams offering advice and direction to both.



- B. The superintendent should work as executive officer to the board working closely with and providing direction to the board's team.
  - C. The superintendent should act as chief negotiator for the board's team.
  - D. The superintendent should be completely removed from collective bargaining in order to preserve his leadership role to both the board and the teachers by assuming a neutral posture.
3. What strategy should the principal use in collective bargaining?
- A. The principal should not get involved in collective bargaining since he must work closely with the superintendent and teachers at the same time.
  - B. The principal should align himself with the board's team as an arm of management and sit with that team in an advisory capacity.
  - C. The principal should organize his own bargaining unit and bargain with the board.
  - D. The principal should be actively involved in the organizations which are bargaining with boards to guard his place as an instructional leader.
4. Who should be included on the school board's table bargaining team?
- A. The board's table team should include the superintendent, selected staff, and principals.
  - B. The board's table team should include board members and county office personnel.
  - C. The board's table team should include county office personnel without the superintendent, principals in an advisory capacity, and an outside expert if expertise is unavailable in the county.
  - D. The board's table team should include board members and an attorney who has bargaining experience.
5. What strategy should be used to get the necessary proposals to the bargaining table?
- A. The teacher team should present a list of proposals to the board's team and the board's team should respond with counter-proposals during bargaining.
  - B. Both teams should exchange proposals at the beginning of collective bargaining.
  - C. Neither team should present a list of proposals to the other at any time. Both should work from the existing agreement.
  - D. The board's team should consult with principals to determine what rules need modification. The teachers' team should consult with a representative body of teachers to determine what changes would be desirable. Both teams then prepare proposals from the recommendations and exchange those proposals.
6. What strategy should be used to determine the scope of collective bargaining?
- A. The best strategy in determining scope should be a narrow interpretation confined to salary and fringe benefits.

- B. The best strategy in determining scope should be a narrow interpretation confined to salary and fringe benefits at the table with a plan for broad and active committee involvement with teachers in all aspects of policy development away from the table.
  - C. The best strategy in determining scope should be a strong management's rights clause to establish the position that the board had rights which were non-negotiable.
  - D. The best strategy in determining scope should be a broad interpretation of "conditions of employment" with discussions of concerns throughout the year.
7. What strategy should be used for curriculum and instruction in collective bargaining?
- A. Curriculum and instruction should not be negotiated but the procedures for curriculum development are legitimate items for bargaining.
  - B. Curriculum and instruction should be dealt with by a joint committee of administrators and teachers outside the adversary setting of bargaining.
  - C. The collective bargaining process should include the establishment of curriculum review committees.
  - D. Curriculum and instruction provisions should be negotiated at the table.
8. What strategy should be used for dealing with compulsory unionism in collective bargaining?
- A. The school board should lobby for a strong right to work law.
  - B. The school board should insist on contract language that precludes all forms of compulsory unionism.
  - C. The school board should lobby to keep any mention of compulsory unionism out of the state law.
  - D. The board should insist that compulsory unionism is non-negotiable.
9. What strategy should be used by the school system in resolving an impasse?
- A. Binding arbitration.
  - B. Advisory arbitration.
  - C. Fact finding with mediation.
  - D. Mediation.
10. What strategy should be used by the school board in dealing with strikes in collective bargaining?
- A. The board should send a registered letter to each teacher in the system outlining the law, the teacher's responsibility to pupils and community, and the action the board will take against absent teachers.
  - B. The board should make every effort to keep the schools open by calling upon qualified members of the community to take over classes until the dispute is resolved.

- C. The board should keep schools open by using district administrative and supervisory personnel.
- D. The board should use the lockout against striking groups.

#### APPENDIX 4

The following letter was sent to selected experienced administrative and selected experienced teacher negotiators in Florida.

Dear \_\_\_\_\_:

As a part of my doctoral research I am conducting a study of issues and alternative strategies in collective bargaining in public education. The dissertation is under the direction of Dr. K. Forbis Jordan, Professor of Educational Administration at the University of Florida. I am attempting to arrange interviews with negotiators in Florida who have had table bargaining experience.

Please review the enclosed material and I shall contact you within the next week to arrange an appointment at your convenience to discuss the information on the questionnaire. The meeting will take less than thirty minutes.

Thank you for your consideration.

Sincerely,

Walter L. Sickles

## APPENDIX 5

### EXPERIENCED NEGOTIATORS INTERVIEWED

The following experienced negotiators were interviewed to validate the research.

<u>Administrative Negotiators</u>	<u>Bargaining Experience</u>
1. James Edwards Director of Administration Sumter County, Florida	8 years
2. Robert McDermott Assistant Superintendent for Personnel and Services Volusia County, Florida	8 years
3. Gavin O'Brien Assistant Superintendent Division of Legislation and Employee Relations Dade County, Florida	20 years
4. Herbert Sang Associate Superintendent for Personnel Duval County, Florida	11 years
5. Max Schmidt Executive Assistant to the Superintendent Collier County, Florida	5 years
6. David Wilson Associate Superintendent for Employee Relations Polk County, Florida	1 year

Bargaining Experience -- 53 years

Teacher NegotiatorsBargaining  
Experience

- |  |          |
|--|----------|
| 1. Vincent Exley<br>President of Jacksonville<br>Federation of Teachers<br>Vice President of American<br>Federation of Teachers<br>Duval County, Florida | 7 years  |
| 2. Charla Mercer<br>Chief Negotiator Polk<br>Education Association and<br>Classroom Teacher<br>Polk County, Florida                                      | 3 years  |
| 3. Roger Otten<br>President Collier County<br>Education Association<br>Collier County, Florida   | 7 years  |
| 4. Ruth Phelan<br>Chief Negotiator Volusia<br>Education Association<br>Volusia County, Florida   | 7 years  |
| 5. Pat Tornillo<br>Executive Vice President<br>Dade United Teachers<br>Dade County, Florida  | 11 years |
| 6. Leroy Wilson<br>President Sumter County<br>Education Association<br>Sumter County, Florida  | 5 years  |

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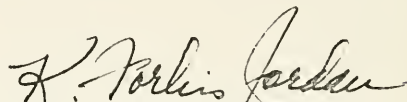
Bargaining Experience -- 40 years

## BIOGRAPHICAL SKETCH

Walter Lee Sickles was born on June 9, 1934, in New Eagle, Pennsylvania. He was graduated from Rostraver High School in Belle Vernon, Pennsylvania in 1952. He spent two years in the U.S. Army. He received a Bachelor of Science degree at California State College in California, Pennsylvania, and a Master of Science degree from the University of Pennsylvania in Educational Administration and Supervision in 1962 and a Specialist in Education degree in Educational Administration from the University of Florida in August 1974.

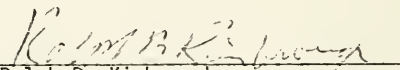
Mr. Sickles is married to the former Janet Laughner of Mt. Lebanon, Pennsylvania and has three children, Lisa, Laurie, and Matthew. He taught four years in Pennsylvania and New Jersey, was an assistant principal for one year in New Jersey, held principalships for five years in New Jersey and Virginia, directed a Title I program in New Jersey, and was assistant superintendent for elementary education for three years in Cherry Hill, New Jersey. He has served as the Administrative Assistant to the Superintendent of the Hillsborough County Schools in Tampa, Florida since November 1969. His primary responsibility is chief negotiator for the Hillsborough County School Board. He has served as a consultant for collective bargaining for the Florida School Boards Association, The Florida Educational Research and Development Council, The Florida Association of District Superintendents, The American Association of School Administrators, and several Florida school districts.

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Philosophy.



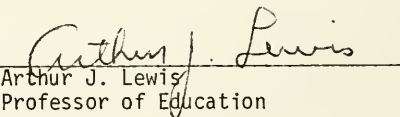
K. Horbis Jordan, Chairman  
Professor of Education

I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Philosophy.



Ralph B. Kimbrough  
Professor of Education

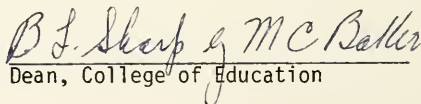
I certify that I have read this study and that in my opinion it conforms to acceptable standards of scholarly presentation and is fully adequate, in scope and quality, as a dissertation for the degree of Doctor of Philosophy.



Arthur J. Lewis  
Professor of Education

This dissertation was submitted to the Dean of the College of Education and to the Graduate Council, and was accepted as partial fulfillment of the requirements for the degree of Doctor of Philosophy.

August 1975



Dean, College of Education

Dean, Graduate School



